Jaimee Katz Sussner, Esq. Joshua N. Howley, Esq. SILLS CUMMIS & GROSS P.C. Newark, New Jersey 07102 (973) 643-7000

Attorneys for Court-Appointed Receiver Colliers International NJ, LLC

UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

	X
U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE	Civil Action No. 19-cv-17865 (MCA)(LDW)
SECURITIES, INC., MULTIFAMILY	DECLARATION OF RICHARD J.
MORTGAGE PASS-THROUGH	MADISON IN SUPPORT OF RECEIVER'S
CERTIFICATES, SERIES 2018-SB51, et al.,	MOTION TO APPROVE SALE OF
Plaintiffs,	PROPERTIES FREE AND CLEAR, AUTHORIZING DISTRIBUTION OF SALES PROCEEDS, AND GRANTING
Vs.	OTHER RELATED RELIEF
ATLANTIC NORSE, LLC, et al.,	
Defendants.	
	X

RICHARD J. MADISON, pursuant to 28 U.S.C. § 1746, declares as follows:

- 1. I am an Executive Managing Director of Colliers International NJ LLC ("Colliers" or "Receiver"), and I have personal knowledge of the facts and circumstances set forth in this Declaration unless otherwise indicated.
- 2. Colliers is the Court-Appointed Receiver for the properties that are at issue in the above-referenced action pursuant to Orders of the Court entered on September 13, 2019 (ECF # 5), and amended on December 4, 2019 (ECF # 46) (together, the "Receiver Order").

- 3. I respectfully submit this Declaration in support of the Receiver's Motion to approve the sale of certain properties that are the subjects of the action, to authorize the Receiver to disburse the net proceeds from the sale, and for related relief incidental to consummating the sale (the "Sale Approval Motion"), pursuant to Paragraphs 6(i) and 27 of the Receiver Order, and the Court's Order Setting Forth Sales Procedures entered May 29, 2020 (the "Sales Procedure Order").
- 4. Specifically, pursuant to the Receiver Order and Sales Procedure Order, the Receiver respectfully requests the Court's approval of the Agreement of Purchase and Sale, dated as of February 17, 2021, as amended on May 26, 2021, and as may be amended thereafter (the "PSA"), entered into between Colliers and ARGO Atlantic LLC, assignee of ARGO Management, LLC, or its assignee ("Purchaser"), free and clear of all liens, claims, and encumbrances of any alleged interested or affected party (the "Interested Parties"), of the following properties (the "Subject Properties"):

Title Holder	Property Address	First Priority Mortgagee
Atlantic Norse, LLC	(i) 212 Atlantic Ave., Atlantic City, NJ 08401, also known as Block 126, Lot 4; (ii) 214 Atlantic Ave., Atlantic City, NJ 08401, also known as Block 126, Lot 3; and (iii) 225 Atlantic Ave., Atlantic City, NJ 08401, also known as Block 125, Lot 22	Wilmington Trust, National Association, as Trustee for the Registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Multifamily Mortgage Pass-Through Certificates, Series 2019-SB61 ("Wilmington" or "Plaintiff")

¹ Annexed hereto as **Exhibit A** is a true and correct copy of the PSA, including the First Amendment to the PSA dated May 26, 2021, and the assignment of the PSA from Argo Management LLC to Argo Atlantic LLC dated June 4, 2021.

The Status of the Subject Properties

- 5. As set forth in the Receiver's Monthly Status Reports submitted in connection with this action, and in prior pleadings filed with this Court, prior to the inception of the receivership, the Subject Properties were neglected, in disrepair, and mismanaged by their owners.
- 6. Consistent with its duties and obligations to this Court, the Receiver has taken steps to improve, maintain, and halt any further deterioration of the Subject Properties. Nonetheless, as reflected in the Receiver's April 2021 Monthly Report annexed hereto as **Exhibit B**, this Property is operating at a significant deficiency due to the need for extensive maintenance and repairs at the Subject Properties, and a large number of defaulting tenants against whom collection has been stayed pursuant to the Executive Orders issued by Governor Murphy in response to the COVID-19 health emergency.
- 7. While each of the Subject Properties is the subject of a pending foreclosure action in New Jersey Superior Court, upon information and belief, none of the Subject Properties have been scheduled for sheriff's sale, and the first priority mortgagee for the Subject Properties has consented to the proposed sale to Purchaser based upon the terms presented.

Efforts to Market and Sell the Subject Properties

- 8. In an effort to sell the Subject Properties, Gebroe-Hammer Associates (the "Broker") was engaged to serve as the real estate broker and to market the Subject Properties for sale. The Broker's efforts are detailed in the Declaration of Joseph Brecher submitted herewith.
- 9. As set forth in more detail below, a purchase offer was ultimately received that, even after the reduction of the final sales price reflected in the First Amendment to the PSA, in Colliers' business judgment, is fair, reasonable, and the best opportunity to maximize a return to the Interested Parties.

The PSA

- 10. On or about December 17, 2020, GH forwarded Colliers a Letter of Intent ("LOI") from Purchaser to purchase the Subject Properties.
- 11. Upon information and belief, Purchaser is not a successor in interest or alter ego of any the defendants in this action or, upon information and belief, of any Interested Party.
- 12. Consistent with Colliers' experience with sales of similar properties, Purchaser required that any sale transaction result in its receipt of clear title to the Subject Properties, free and clear of all prior liens, claims, and encumbrances.
- 13. On or about February 17, 2021, Colliers and Purchaser executed the PSA, a non-binding contract for the sale and purchase of the Subject Properties. On May 26, 2021, Colliers and Purchaser executed an Amendment to the PSA that reduced the purchase price by \$100,000.00. See Exhibit A. In my business judgment, the reduction was acceptable on account of certain property-related issues that were discovered during the due diligence period, and the final purchase price is still the best opportunity to secure a sale of the Subject Properties that will maximize a return to the Interested Parties.
- 14. My understanding is that the first position mortgagee for the Subject Properties, Wilmington, has consented to the terms of the PSA although that the sales price will not satisfy its mortgage in full.
- 15. Moreover, notwithstanding the Receiver's ongoing efforts to manage, repair, and preserve the Subject Properties, because the secured debt held by Wilmington increases by virtue of accumulation of mortgage interest and real estate taxes, among other things, if this sale does not occur, it will only become more difficult to market and sell the Subject Properties.

4

16. Based on the foregoing, Colliers respectfully requests that the Court grant this Motion, approve the Receiver's sale of the Subject Properties free and clear of all liens, claims, and encumbrances, authorize the Receiver to disburse the net proceeds, including the amounts identified as due to the Receiver in Exhibit C attached to the proposed Order submitted herewith, and establish the procedure for the Receiver's submission of a final accounting and discharge as to the Subject Properties only.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 8, 2021.

RICHARD J. MADISON

Exhibit A

AGREEMENT OF PURCHASE

AND SALE

dated as of February 17, 2021

between

Colliers International NJ LLC, as Court-Appointed Receiver for the Property, Pursuant to the Receiver Order

as SELLER,

and

ARGO Management LLC as PURCHASER

Table of Contents

ADTICLE	1 DEFINITIONS, DILLES OF CONSTRUCTION	Page
1.1	1 DEFINITIONS; RULES OF CONSTRUCTION	
	Definitions	1
ARTICLE	2 PURCHASE AND SALE; DEPOSIT; PAYMENT OF PURCHASE PRICE	6
2.1	Purchase and Sale	6
2.2	Payment of Purchase Price	6
ARTICLE	3 COURT APPROVAL	6
3.1	Disclaimer/Court Approval	6
3.2	The Approval Order	7
3.3	Receivership Estate	7
ARTICLE	4 INTENTIONALLY OMITTED	7
ARTICLE	5 PURCHASER'S REPRESENTATIONS, WARRANTIES AND	_
£ 1	COVENANTS	
5.1	Organization and Power	
5.2	Noncontravention	
5.3	Litigation	
5.4	OFAC	
5.5	Anti-Money Laundering Laws	
5.6	Patriot Act	
5.7	Survival	
	6 CONDITIONS AND ADDITIONAL COVENANTS	
6.1	Conditions to Purchaser's Obligations	
6.2	Conditions to Seller's Obligations	9
6.3	Leases and Security Deposits	10
ARTICLE	7 CLOSING	10
7.1	Closing	10
7.2	Seller's Deliveries	11
7.3	Purchaser's Deliveries	12
7.4	Closing Costs	12
7.5	Prorations	12
7.6	Escrow Agent	14

ARTIC	CLE 8 C	CONDEMNATION; RISK OF LOSS	14
	8.1	Condemnation	14
	8.2	Risk of Loss	15
ARTIC	CLE 9 1	LIABILITY OF SELLER; TERMINATION RIGHTS	15
	9.1	Liability of Seller	15
	9.2	Termination by Purchaser	16
	9.3	Termination by Seller	16
ARTIC	CLE 10	DUE DILIGENCE	17
	10.1	Feasibility Period.	17
	10.2	Delivery of Data	18
	10.3	Right To Terminate During Feasibility Period.	18
ARTIC	CLE 11	MISCELLANEOUS	18
	11.1	Completeness; Modification	18
	11.2	Assignments	18
	11.3	Successors and Assigns	18
	11.4	Days	18
	11.5	Governing Law	19
	11.6	Counterparts	19
	11.7	Severability	19
	11.8	Costs	19
	11.9	Notices	19
	11.10	Incorporation by Reference	20
	11.11	Further Assurances	20
	11.12	No Partnership	20
	11.13	Time of Essence	20
	11.14	No Third-Party Beneficiary	20
	11.15	Waiver of Jury Trial	21
	11.16	Transfer Taxes	21
	11.17	No Representation; Purchaser's Duty to Review	21
	11.18	Release of Seller.	. 22
	11.19	Broker	23
	11.20	Confidentiality; Public Disclosure	. 23
	11.21	Right to Market	. 23

Case 2:19-cv-17865-MCA-LDW	Document 155-1	Filed 06/10/21	Page 10 of 123 PageID
	19038		

Case 2:19-cv-17865-MCA-LDW Document 155-1 Filed 06/10/21 Page 11 of 123 PageID: 19039

LIST OF EXHIBITS

Exhibit A - Owner, Property, Purchaser and Purchase Price

Exhibit B - Legal Description of Land

Exhibit C - Sale Order
Exhibit D - Form of Deed
Exhibit E

Exhibit E - Form of Bill of Sale

Exhibit F - Form of Assignment and Assumption of Leases and Intangible Rights

Exhibit G - Form of Environmental Indemnity Agreement

Exhibit H - Form of Tax Affidavit

Exhibit I - Form of Tenant Notice Letter
Exhibit J - Form of Affidavit of Title

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement"), dated as of February 17, 2021 ("Effective Date"), between Colliers International NJ LLC, in its capacity as the Court-Appointed Receiver for that certain real property identified and described on Exhibits A and B annexed hereto and incorporated herein (hereinafter, the "Property"), and as more fully described on Exhibits A and B to that certain Amended Preliminary Injunction and Receivership Order, entered on December 4, 2019 (the "Receiver Order"), in U.S. Bank National Association, as Trustee for the Registered Holders of Wells Fargo Commercial Mortgage Securities, Inc. Multifamily Mortgage Pass-Through Certificates, Series 2018-SB51 et al. v. Englewood Funding, LLC et al., Civil Action No. 2:19-CV-17865 (MCA)(LDW) (the "Action") (Colliers International NJ LLC in such capacity is hereinafter referred to as "Seller"), and ARGO Management LLC ("Purchaser").

RECITALS:

WHEREAS, Owner, as identified on Exhibit A, owns a fee simple interest in the Property (as further defined below); and

WHEREAS, pursuant to the Receiver Order entered by the United States District Court for the District of New Jersey (the "Court") in the Action, and an Order Setting Forth Sale Procedures, dated December 4, 2019, also entered by the Court in the Action, a copy of which is attached hereto as Exhibit C (the "Sale Order"), Seller is authorized to market and sell the Property; and

WHEREAS, subject to the terms and conditions set forth in this Agreement, Purchaser desires to acquire from Seller and, subject to the entry of the Approval Order (defined below), Seller desires to sell to Purchaser the Property (as defined below) for the Purchase Price (defined below), upon the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

ARTICLE 1 DEFINITIONS; RULES OF CONSTRUCTION

1.1 Definitions.

The following terms shall have the indicated meanings:

"Agreement" has the meaning set forth in the preamble hereto.

"Applicable Laws" means all statutes, laws (including common law), regulations, rules, ordinances, codes and other requirements of any Governmental Body, including any Orders.

"Approval Order" means an order of the Court approving the Transaction pursuant to this Agreement, and as further defined in the Sale Order, in form and substance acceptable to the Seller in its reasonable discretion.

"Assignment and Assumption Agreement" means an assignment and assumption agreement pursuant to which Seller shall assign without warranty or representation of any kind, and Purchaser shall assume from Seller, the Security Deposits and the Leases corresponding to the Real Property which such Purchaser shall acquire, a form of which is attached hereto as Exhibit F.

"Bill of Sale" means a bill of sale conveying title to the Tangible Personal Property, and Intangible Personal Property, to the extent assignable, from Seller to Purchaser, a form of which is attached hereto as Exhibit E.

"Business Day" shall mean any day other than a Saturday, Sunday, or any other day on which commercial banks in New Jersey are authorized or obligated to close under applicable laws.

"Claims" means claims, suits, proceedings, causes of action, Liabilities, losses, damages, penalties, judgments, settlements, costs, expenses, fines, disbursements, demands, reasonable costs, fees and expenses of counsel, including in respect of investigation, interest, demands and actions of any nature or any kind whatsoever.

"Closing" means a consummation of a purchase and sale of the Property pursuant to this Agreement.

"Closing Date" means the date on which the Closing occurs, but in no event later than the date identified in Section 7.1.

"Contracts" shall mean any contracts and agreements (other than the Leases) entered into by Seller (whether oral or written) during the Receivership Period, affecting or related to the Property by which Seller is bound in connection with the operation of the Property.

"<u>Deed</u>" means, with respect to the Real Property, a quitclaim deed conveying title to such Real Property from Seller to the applicable Purchaser in recordable form, in form attached hereto as Exhibit C, conveying to Purchaser all of Seller's right, title and interest in and to the Property, all in an "as-is, where-is condition, and with all faults," and without any representation or warranty other than as expressly set forth in this Agreement, subject to the Permitted Exceptions and acceptable to the Title Company.

"Effective Date" has the meaning set forth in the preamble hereto.

"Encumbrances" means all easements, rights of way, restrictions, executions or other encumbrances (including notices or other registrations in respect of any of the foregoing) affecting the title, current use, occupancy or operation of the Property or any part thereof or interest therein.

"Environmental Indemnity Agreement" shall mean that certain agreement in favor of Seller, a form of which is attached hereto as Exhibit G.

"Final Closing Statement" has the meaning set forth in Section 7.5(c).

"Governmental Body" means any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

"<u>Hazardous Substances</u>" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any applicable federal, state, county or local statute, rule, regulation, ordinance or order.

"Improvements" means, with respect to the Land (or any portion thereof) all buildings, improvements, fixtures, structures, and other items of real estate located thereon.

"Intangible Personal Property" means, to the extent assignable, all intangible personal property, if any, under the control and in the possession of Seller and used solely in connection with the ownership, operation, leasing, occupancy or maintenance of the Property, including, without limitation, the escrow accounts, general intangibles, business records, plans and specifications, and surveys pertaining to the Real Property and the Personal Property, all licenses, permits and approvals with respect to the construction, ownership, operation, leasing, occupancy or maintenance of the Property, any unpaid award for taking by condemnation or any damage to the Land by reason of a change of grade or location of or access to any street or highway.

"Land" means the land legally described on Exhibit B hereto, or all such land (as the context may require), together with all easements, rights, privileges, remainders, reversions and appurtenances thereunto belonging or in any way appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of the Seller therein, in the streets and ways adjacent thereto and in the beds thereof, either at law or in equity, in possession or expectancy.

"Leases" means any agreements to lease, leases, renewals of leases, subtenancy agreements and other rights (including licenses) and all amendments thereto entered into directly between Seller and a tenant or occupant (and not any other party, including Owner) during the Receivership Period, in effect at the time of Closing, which Purchaser shall assume and Seller agrees to assign without representation or warranty, in accordance with Section 7.2 hereof by Assignment and Assumption Agreement.

"<u>Liability</u>" means any debt, liability, commitment or other obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or not yet due) and including all costs, fees and expenses relating thereto.

"Order" means any order, court order, writ, judgment, injunction, decree, stipulation, determination, decision, verdict, ruling, or award entered by or with any Governmental Body (whether temporary, preliminary or permanent).

"Party" means Seller or any Purchaser, individually, and "Parties" means Seller and Purchaser, collectively.

"<u>Permitted Exceptions</u>" means: (i) any state of facts that would be shown on any accurate survey of the Real Property prepared by a professionally licensed land surveyor, including any easements, rights of way, covenants, conditions, limitations and restrictions of record, (ii) all Encumbrances; (iii) laws, regulations, resolutions or ordinances, including building, zoning and environmental protection, as to the use, occupancy, subdivision, development, conversion or

redevelopment of the Real Property imposed by any Governmental Body, (iv) liens for Taxes not yet due and payable, (v) all other matters of public record, (vi) all exceptions set forth on the Title Commitment, and (vii) the Leases and other occupancies at the Real Property.

"<u>Person</u>" means an individual, a partnership, a joint venture, a corporation, a business trust, a limited liability company, a trust, an unincorporated organization, a joint stock company, a labor union, an estate, a Governmental Body or any other entity.

"Personal Property" means the Tangible Personal Property and the Intangible Personal Property.

"Property" means, the Real Property owned by Owner, all related Personal Property and Seller's interest in any Leases (to the extent any are in effect at Closing) and the Security Deposits.

"<u>Purchase Price</u>" means the purchase price specified on <u>Exhibit A</u> hereto, which may be adjusted in accordance with <u>Section 7.5</u> herein (or as otherwise provided in this Agreement).

"Purchaser" has the meaning set forth in the preamble hereto.

"Real Property" means the Land and the Improvements.

"Receiver Order" shall have the meaning set forth in the preamble hereto.

"Receivership Period" shall mean the period commencing when Seller was appointed the receiver of the Property pursuant to the Receiver Order, through the Closing.

"Rent(s)" shall have the meaning set forth in Section 7.5(b) herein.

"Representative" means with respect to any Person, such Person's officers, directors, managers, employees, agents, representatives and financing sources (including any investment banker, financial advisor, accountant, legal counsel, agent, representative or expert retained by or acting on behalf of such Person or its subsidiaries).

"Security Deposits" means all refundable tenant security deposits and letters of credit in lieu of cash security deposits actually received by Seller pursuant to the Leases to the extent such deposits have not been applied against any obligations owing by such tenants under the Leases.

"Seller" has the meaning set forth in the preamble hereto.

"Survey" means a survey of the Real Property delineating the boundary lines of the Land, location of the Improvements, all rights of way and easements and contiguous public roads, as may be obtained by Purchaser at its cost and expense.

"<u>Tangible Personal Property</u>" means the items of tangible personal property consisting of all furniture, fixtures and equipment situated on, attached to or used solely in the operation of the Property, and all furniture furnishings, equipment, machinery and other personal property of every kind located on or used solely in the operation of any Improvement that Seller has an interest in, if any, or the cash proceeds from the sale of any of the foregoing.

"Tax" or "Taxes" means any federal, state, local or non-U.S. net income, gross income, gross receipts, windfall profit, severance, property, production, sales, use, license, excise, franchise, employment, unemployment, payroll, withholding, alternative or add on minimum, ad valorem, value added, transfer, stamp, or environmental tax, escheat payments or any other tax, custom, duty, impost, levy, governmental fee or other like assessment or charge (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by a governmental authority against or on the Property.

"<u>Title Company</u>" means Iconic Title Agency LLC, 1815 Lakewood Road, Suite 127, Toms River, New Jersey 08753, Attn: Pearl Stendig, ps@iconictitleagency.com.

"<u>Title Commitment</u>" means a title insurance commitment from the Title Company, describing the Real Property.

"<u>Title Policy</u>" means an owner's title insurance policy, pro forma, or marked and signed title commitment issued to Purchaser by the Title Company, pursuant to which the Title Company insures the Purchaser's ownership of fee simple title to the Real Property described therein subject only to Permitted Exceptions applicable to such Real Property (but also subject to any encumbrances and liens placed on the Property by Purchaser).

"<u>Transaction</u>" means the transactions contemplated by this Agreement to be consummated at the Closing, including, but not limited to, the purchase and sale of the Property.

"Transfer Taxes" means all state and local transfer, documentary, recording, sales, use, stamp, registration conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, or other similar Taxes or governmental assessment in the United States (including any state, municipality, or county).

Rules of Construction.

The following rules shall apply to the construction and interpretation of this Agreement:

- (a) Singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter.
- (b) All references herein to particular articles, sections, subsections, clauses or exhibits are references to articles, sections, subsections, clauses or exhibits of this Agreement.
- (c) The table of contents and headings contained herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.
- (d) Each Party and its counsel have reviewed and revised (or requested revisions of) this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular Party shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto.

ARTICLE 2 PURCHASE AND SALE; DEPOSIT; PAYMENT OF PURCHASE PRICE

- 2.1 <u>Purchase and Sale.</u> Subject to the terms, conditions and provisions set forth herein, Seller agrees to sell, transfer, assign, set over and convey to the Purchaser "as-is, where-is and with all faults," and the Purchaser agrees to purchase, acquire and assume from Seller "as-is, where-is and with all faults," all of Seller's right, title and interest, if any, in, to and under the Property (subject to the Permitted Exceptions), for the Purchase Price.
- 2.2 <u>Payment of Purchase Price</u>. Subject to the terms of this Agreement, Seller is to sell and Purchaser is to purchase the Property for the Purchase Price. If more than one Property is included in this sale, the Purchase Price allocated to each Property is set forth on <u>Exhibit A</u>, and is incorporated herein.
 - (a) The Purchase Price for the Property shall be paid in the following manner:
 - (i) A deposit in the amount of Fifty Thousand Dollars (\$50,000.00) (the "Initial Earnest Money"), shall be due immediately upon the execution of the Agreement by Seller and Purchaser, payable in immediately available funds, and shall be delivered to Iconic Title Agency LLC, whose contact information is 1815 Lakewood Road, Suite 127, Toms River, New Jersey 08753, Attn: Pearl Stendig, ps@iconictitleagency.com ("Escrow Agent"). If Purchaser does not terminate the Agreement prior to the expiration of the Feasibility Period, as defined in Article 10, Purchaser shall pay an additional deposit in the amount of Fifty Thousand Dollars (\$50,000.00) (the "Additional Earnest Money", together with the Initial Earnest Money, the "Earnest Money") in immediately available funds to Escrow Agent immediately upon the expiration of the Feasibility Period. The Earnest Money shall be held in escrow by the Escrow Agent in accordance with the terms of this Agreement. The Earnest Money will be non-refundable to Purchaser except as set forth in this Agreement.
 - (ii) The balance of the Purchase Price, following any prorations and adjustments at Closing (all as provided below), is due on the Closing Date and is payable in immediately available funds and shall be paid by Purchaser to Seller by wire transfer of immediately available funds at the Closing. Wire instructions shall be sent by or on behalf of the Seller to the Escrow Agent on or before the Closing Date.

ARTICLE 3 COURT APPROVAL

3.1 <u>Disclaimer/Court Approval</u>. Purchaser acknowledges that it has no legally enforceable rights, claims or causes of action against Seller/Receiver hereunder unless and until this Agreement has been subject to a final, non-appealable Approval Order as defined in Paragraph 9 of the Sale Order. This Agreement shall automatically terminate in the event the Court declines to enter the Approval Order, whereupon the Earnest Money shall be refunded to Purchaser. Purchaser also acknowledges that this Agreement is subject to the Sale Order, and that the parties shall comply with the terms and conditions thereof.

- 3.2 <u>The Approval Order.</u> The Approval Order, as applicable, shall, among other matters:
- (a) approve (i) this Agreement and the consummation of the Transaction upon the terms and subject to the conditions of this Agreement, and (ii) all actions as may be necessary or appropriate to effectuate the Transaction; and
 - (b) authorize Seller to assign to Purchaser all Leases (if any); and
 - (c) approve any other agreement to the extent provided by this Agreement:
- 3.3 Receivership Estate. Purchaser acknowledges that Seller does not own the Property and that Seller is only the duly appointed receiver for the Property as provided in the Receiver Order. Notwithstanding anything in this Agreement to the contrary, any liability of Seller under this Agreement shall be limited solely to the receivership estate ("Receivership Estate") established pursuant to the Receiver Order. It is expressly acknowledged and agreed that no assets of Seller in its individual or limited liability capacity shall be subject to any claim for liability of Seller under this Agreement or in connection with, arising under, or as the result of any documents provided by Seller to Purchaser, any termination of this Agreement, or the consummation of the Transaction contemplated under this Agreement or under any of the documents delivered by Seller at or in connection with the Closing. Any claims of Purchaser under this Agreement shall be paid solely and exclusively from the Receivership Estate. Purchaser further acknowledges that Owner shall have no liability of any kind under this Agreement or with respect to the Property or the consummation of the Transaction.

ARTICLE 4 INTENTIONALLY OMITTED

ARTICLE 5 PURCHASER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

To induce Seller to enter into this Agreement and to sell the Property to Purchaser, subject to the terms of this Agreement, Purchaser hereby makes the following representations, warranties and covenants, upon each of which Purchaser acknowledges and agrees that Seller is entitled to rely and has relied. Each such representation and warranty shall be true and correct in all material respects on the Effective Date and on the Closing Date.

- 5.1 Organization and Power.
- (a) Purchaser is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of New Jersey, and has all powers and all governmental licenses, authorizations, consents and approvals to carry on its business as now conducted and to enter into and perform its obligations under this Agreement and any document or instrument required to be executed and delivered on behalf of Purchaser hereunder.
- (b) Purchaser has full right, authority and capacity to execute and perform this Agreement and to consummate the Transaction.

- (c) if Purchaser is an entity or a trustee of a trust, the individual of the Purchaser who executes and delivers this Agreement and all documents to be delivered to Seller hereunder is and shall be duly authorized to do so.
- (d) Purchaser is not owned, in whole or in part, by, nor does Purchaser own or hold any part of the beneficial ownership in, Seller.
 - (e) Purchaser is not in a significantly disparate bargaining position in relation to Seller.
- (f) Purchaser is represented by legal counsel of its own choice and designation in connection with the Transaction.
- (g) Purchaser is purchasing the Property for business or commercial investment or similar purpose and not for use as Purchaser's residence.
- 5.2 <u>Noncontravention</u>. The execution and delivery of this Agreement and the performance by Purchaser of its obligations hereunder do not and will not contravene, or constitute a default under, any provisions of Applicable Law, Purchaser's organizational documents, or any agreement, judgment, injunction, order, decree or other instrument binding upon Purchaser.
- 5.3 <u>Litigation</u>. To the knowledge of Purchaser, there is no action, suit or proceeding, pending or known by Purchaser to be threatened against or affecting Purchaser in any court or before any arbitrator or before any Governmental Body which (a) in any manner raises any question affecting the validity or enforceability of this Agreement or any other agreement or instrument to which the Purchaser is a party or by which it is bound and that is to be used in connection with, or is contemplated by, this Agreement, (b) could affect the ability of any Purchaser to perform its obligations hereunder, or under any document to be delivered pursuant hereto, (c) could create a lien on the Property, any part thereof or any interest therein, or (d) could adversely affect the Property, any part thereof or any interest therein, or the use, operation, condition or occupancy thereof.
- Person with whom a U.S. Person is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by OFAC (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise. Neither Purchaser nor any Person who owns an interest in Purchaser (collectively, a "Purchaser Party") is now nor shall be at any time prior to or at the Closing a Person with whom a U.S. Person, including a Financial Institution, is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by OFAC (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise.
- 5.5 Anti-Money Laundering Laws. Neither Purchaser nor any Purchaser Party, nor any Person providing funds to Purchaser: (a) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violations of any Anti-Money Laundering Laws; (b) has been assessed civil or criminal

penalties under any Anti-Money Laundering Laws; or (c) has had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws.

- 5.6 <u>Patriot Act</u>. To Purchaser's knowledge, Purchaser is in compliance with any and all applicable provisions of the Patriot Act.
- 5.7 <u>Survival</u>. All representations and warranties in this <u>Article 5</u> shall survive the Closing for a period of one (1) year.

ARTICLE 6 CONDITIONS AND ADDITIONAL COVENANTS

- 6.1 <u>Conditions to Purchaser's Obligations</u>. Purchaser's obligations hereunder are subject to the satisfaction of the following conditions precedent with respect to the Property and the compliance by Seller with the following covenants, to the extent applicable to Seller:
- (a) <u>Seller's Deliveries</u>. Seller shall have delivered to the Title Company or the Purchaser, as the case may be, on or before the Closing Date, all of the documents and other information required of Seller pursuant to Section 7.2.
 - (b) <u>Court Approval</u>. The Court shall have entered the Approval Order.
- (c) Owner's Title Policy. Subject to Article 10, Purchaser shall have obtained a Title Policy for the Property subject to the Title Company's receipt of payment of the cost therefor as hereinafter provided in Section 7.4, in the amount of the Purchase Price and insuring title to the Property subject to the Permitted Exceptions (but also subject to any encumbrances and liens placed on the Property by Purchaser); provided Purchaser, at its cost and expense, shall have the right to request that the Title Company issue extended coverage or endorsements to such standard policy of title insurance as part of or in connection with the issuance of the above-noted Title Policy. The issuance of such extended coverage or endorsements is not a condition precedent to the Closing and shall not delay or extend the Closing Date; provided, however that this condition precedent set forth in this Section 6.1(c) shall be deemed waived by Purchaser if Purchaser fails to use commercially reasonable efforts to obtain such Policy with respect to a specific Property.
- 6.2 <u>Conditions to Seller's Obligations</u>. Seller's obligations hereunder are subject to the satisfaction of the following conditions precedent with respect to the Property and the compliance by Purchaser with the following covenants, to the extent applicable to Purchaser:
- (a) <u>Purchaser's Deliveries</u>. Purchaser shall have delivered to the Title Company, on or before the Closing Date, the Purchase Price and all of the documents and other information required of such Purchaser pursuant to <u>Section 7.3</u>.
- (b) <u>Representations, Warranties and Covenants; Obligations of Purchaser</u>. All of Purchaser's representations and warranties made in this Agreement shall be materially true and correct as of the Effective Date and as of the Closing Date as if then made and Purchaser shall have performed all of the covenants and other obligations under this Agreement applicable to the Purchaser(s).

- (c) <u>Court Approval.</u> The Court shall have entered the Approval Order.
- 6.3 <u>Leases and Security Deposits</u>. Seller does not undertake or guarantee that the status of the Leases will not change prior to the Closing or that any Lease will be in full force or effect on the Closing, and Purchaser agrees that the voluntary or involuntary expiration or termination of any such Lease(s) or removal of tenants or occupants before or after institution of summary proceedings or otherwise shall not give rise to any reduction or abatement of the Purchase Price or other claim or remedy on the part of Purchaser against Seller. At Closing, Seller shall afford Purchaser a credit in the amount of all cash Security Deposits, including any interest thereon, held by the Seller or its agent as of the Closing Date and shall assign to Purchaser all rights with respect to any such Security Deposits that are other than cash. Purchaser acknowledges that although a request has been made for the Owner to turn over all Security Deposits received by Owner in connection with the Real Property to Seller, such funds are, apparently, no longer with Owner. Paragraph 17 of the Receiver Order provides in relevant part as follows:

The Receiver shall not be liable or responsible for . . . any obligation or liability to refund, return or reimburse any security deposit(s) to any tenant(s) of the Properties that were paid by the tenant(s) to the owner of the applicable Property (the "Owner") prior to the date on which the original Receiver Order applicable to that Property was entered and for which the Owner of that Property has not transferred such security deposit to the Receiver.

Purchaser shall be responsible for any and all fees payable to the issuer of any letter of credit in connection with the transfer of any such letter of credit to Purchaser in connection with Closing, unless such fees are payable by the Tenant on whose behalf the letter of credit was issued.

ARTICLE 7 CLOSING

<u>Closing</u>. The Closing shall take place at 10:00 a.m. on the date that is the later of: (i) sixty (60) days after the date on which the Court enters the Approval Order ("Closing Deadline"), provided that the Closing Deadline shall be extended if any appeal of the Approval Order is filed within such sixty (60)-day period, by the period of time necessary to resolve such appeal and obtain a final, non-appealable Approval Order; or (ii) thirty (30) days after the expiration of the Feasibility Period (hereafter defined) (subject to the satisfaction or waiver in writing of the conditions set forth in Article 6 and Article 7 (other than any conditions that can only be satisfied as of the Closing, but subject to the satisfaction or waiver of such conditions)), through an escrow arrangement with the Title Company, or at such other time or place, or in such other manner as may be mutually agreed to by the Parties, provided that if the Approval Order is not issued on or before August 31, 2021 ("Outside Date"), then thereafter Purchaser shall have the right to terminate this Agreement upon written notice to Seller, in which event the Earnest Money shall be refunded to Purchaser in accordance with the terms of this Agreement. Notwithstanding the foregoing if, on the Outside Date, an appeal of the Approval Order has been filed which Seller is opposing, then the Outside Date shall be extended until October 29, 2021 ("Extension Period"), provided Purchaser's acquisition financing remains in effect during the Extension Period. Notwithstanding anything herein to the contrary, neither Party may extend the Closing Date by failing to deliver its respective deliveries set out in Section 7.3 (with respect to the Purchaser) and Section 7.2 (with respect to the Seller) on or before the date of Closing, unless the Parties otherwise agree in writing. In such event, provided that the conditions precedent to either Party's obligation to close have been met as of the Closing Date, such failure to deliver its respective deliveries shall be deemed a default under this Agreement in accordance with the terms and conditions of Article 9 hereof.

- 7.2 <u>Seller's Deliveries</u>. Subject to the conditions precedent set forth in Section 6.2, Seller shall deliver in escrow to Escrow Agent the following instruments, each of which shall have been duly executed and, where applicable, acknowledged on behalf of Seller:
 - (a) The Deed for the Real Property;
 - (b) The Bill of Sale for the Personal Property;
 - (c) The Assignment and Assumption Agreement;
- (d) A letter to each tenant of the Property (the "<u>Tenant Notification Letter</u>") in the form of **Exhibit F** attached to this Agreement;
- (e) a Tax Affidavit, duly executed by Seller, in the form of **Exhibit H** attached to this Agreement;
- (f) To the extent existing and its possession or reasonable control, Seller shall deliver, without representation or warranty of any kind: (i) the Leases; (ii) a schedule of operating expenses for the Property; and (iii) a current tax bill. Seller will terminate all Contracts on or prior to Closing;
- (g) The Affidavit of Title in the form attached as Exhibit J, and such affidavits, transfer forms, or other documents as may be reasonably required by the Title Company solely in favor of the Title Company in order to issue the Title Policy or close the Transaction (collectively the "Additional Instruments"); provided, however, that, (i) except with respect to a customary gap indemnity, in no event shall Seller be required to provide any indemnities to Purchaser or the Title Company hereby, and (ii) with respect to any such Additional Instruments, they must be in form and substance acceptable to Seller and Seller shall only be obligated to opine with respect to facts thereunder to its then current actual knowledge and without having made, or being required to make, any independent investigation of the facts, and only with respect to those matters first occurring during the Receivership Period and Seller shall not otherwise be required to increase its liability hereunder in any material respect;
 - (h) The Final Closing Statement (as defined below); and
- (i) Any other document or instrument required hereby or required to be executed by Seller in order to record the Deed.

- 7.3 <u>Purchaser's Deliveries</u>. At Closing, Purchaser shall deliver in escrow to Escrow Agent the following, each of which, as applicable, shall have been duly executed and, where applicable, acknowledged on behalf of Purchaser:
 - (a) The Purchase Price described in Section 2.2;
 - (b) An original counterpart of the Assignment and Assumption Agreement;
 - (c) The Final Closing Statement (as defined below), duly executed by Purchaser;
- (d) An original Environmental Indemnity in the form of **Exhibit G** attached hereto, duly executed by Purchaser;
 - (e) An original counterpart of the Tenant Notification Letter;
 - (f) An original counterpart of the Bill of Sale and Assignment;
- (g) Such evidence of the authority and capacity of Purchaser and its Representatives as the Escrow Agent and Title Company may reasonably require; and
- (h) Any documents or instruments required hereby or required to be executed by Purchaser in order to record any Deed or Assignment or Assumption Agreement.
- Closing Costs. Purchaser shall pay for all costs and expenses associated with the conveyance of the Property, and as set forth in the Sale Order, including, but not limited to, Survey costs and expenses, title insurance premiums and fees (including, but not limited to the premium for the Title Policy and any premium attributable to any extended coverage or the issuance of any endorsements thereto or the deletion of any exceptions including the standard exceptions), any fees for a loan policy of title insurance issued by the Title Company or any other title insurance company, recording fees and taxes, Transfer Taxes in accordance with Section 11.16, all costs associated with the assignment and assumption of the Leases, any customary escrow fee charged by the Escrow Agent in connection with the Closing, due diligence expenses incurred by Purchaser, and all other fees or charges of the Escrow Agent and Title Company in connection with the Closing of the Transaction. Purchaser shall be responsible for the payment of its own attorney's fees incurred in connection with the Transaction.
 - 7.5 Prorations.
 - (a) Apportionments Generally. The following items shall be adjusted at Closing:
 - (i) For purposes hereof, the term "Adjustment Time" means 12:01 a.m. Eastern Time on the day of the Closing.
 - (ii) Real estate taxes and any prepaid expenses relating to the operation of the Property shall be adjusted as of the Adjustment Time.
 - (iii) Utility deposits, or other operating expenses of the Property paid by Seller for any period subsequent to the Adjustment Time shall be credited to Seller at Closing.

- Any income received by Seller from any tenants of the Property (each a (iv) "Tenant," collective, the "Tenants") allocable to the period from and after the Adjustment Time shall be credited to Purchaser at Closing. Seller shall remain entitled to all Rents owing prior to the Closing Date, and shall be responsible for their collection, and Purchaser will not be responsible for collecting such Rents for Seller, but if received by Purchaser, Purchaser will promptly forward such Rent to the Seller. If, following Closing, Seller or Purchaser receives any Rent attributable to any time period prior to Closing which is not the subject of prorations under this Section 7.5(a)(iv), such Rent will be the property of Seller and, if received by Purchaser, Purchaser will promptly forward such Rent to Seller. Seller shall submit to Purchaser any Rent payments received after Closing no later than ten Business Days from its receipt. To the extent a Tenant owes Rent for a period prior to the Closing Date and owes Rent for a period from the Closing Date, and makes a payment to Purchaser, Purchaser shall first apply such amount to Rent owed to Seller, with any balance retained by Purchaser. Without limiting the provisions of this subsection (iv), Seller hereby reserves its right to bring legal proceedings directly against Tenants for collection of any Rent due Seller from such Tenants (without seeking eviction of any Tenant). The term "Rent" or "Rents" shall mean rents due or to become due from Tenants under the Leases, including fixed rent, additional rentals, percentage rentals, escalation rentals (which include each Tenant's prorated share of building operation and maintenance costs and expenses as provided under the Leases), retroactive rentals, all administrative charges, utility charges, Tenant or real property association dues, storage rentals, special event proceeds, temporary rents, telephone receipts, locker rentals, vending machine receipts and other sums and charges payable by Tenants under the Leases or from other occupants or users of the Property.
- (v) Except as specifically provided in <u>Section 7.5(a)(i)</u> through (iv) hereof, there shall be no prorations of income or expenses at Closing, it being agreed that (i) after Closing, Purchaser shall be liable for the liabilities regarding the ownership and operation of the Property, including any Property-related obligations, costs and liabilities that arise after Closing, and (ii) after Closing, Purchaser shall be entitled to all revenue and income relating to the Property.
- (vi) At Closing, Purchaser shall assume responsibility for the payment of any Tenant Inducement Costs (as hereinafter defined) becoming due and payable from and after the Effective Date, including any Tenant Inducement Costs becoming due and payable by reason of Leases executed after the Effective Date and any Tenant Inducement Costs becoming due and payable from and after the Effective Date by reason of the expansion of the premises demised by a Lease existing as of the Effective Date or the renewal of a Lease existing as of the Effective Date. If Seller shall have paid any such Tenant Inducement Costs as of the Closing Date, Purchaser shall reimburse Seller therefor at Closing. For purposes of the foregoing provisions, the term "Tenant Inducement Costs" shall mean any payment required under a Lease to be paid by the landlord thereunder to or for the benefit of the Tenant thereunder which is in the nature of a tenant inducement, including specifically, without limitation, tenant improvement costs, lease buyouts and moving allowance, but only for any such payments paid after the Effective Date.

- Closing Statement. Prior to the Closing Date, Seller and Purchaser shall cause the (b) Title Company to prepare a draft closing statement, made in accordance with the terms hereof, setting forth amounts to be prorated between Seller and Purchaser at the Closing pursuant to this Article 7. The draft closing statement shall contain Seller's good faith estimate of the amounts (based on facts and circumstances then known to Seller), as of the date of the Closing, of the items to be prorated between Seller and Purchaser, or to be credited to either Party, pursuant to this Article 7. Seller and Purchaser shall cause the information set forth in the draft closing statement to be updated with actual information available as of the Closing Date. Not later than the Closing Date, Seller and Purchaser shall cause the Escrow Agent to update the closing statement for purposes of the Closing (the "Final Closing Statement"), which statement shall include the matters on which Seller and Purchaser have agreed pursuant to this Article 7, as updated with actual information as of the Closing Date. With respect to any matter on which Seller and Purchaser still disagree as of such time, Seller's good faith determination of the amount in question as of the Closing Date shall be deemed the agreed upon amount. The amounts shown in such Final Closing Statement shall be used in determining the amounts due or credited to Seller at the Closing, and the Escrow Agent shall rely conclusively thereon in settling the accounts of Purchaser and Seller at the Closing.
- 7.6 <u>Escrow Agent</u>. Upon authorization from Purchaser and Seller on the Closing Date, the Escrow Agent will:
- (a) record the Deed and release to Purchaser the Bill of Sale and Assignment, the Assignment and Assumption Agreement, the Tenant Notification Letter, the Leases, the Tax Affidavit; and
- (b) release to Seller the sale proceeds and all signed counterparts required under Section 7.3.
- 7.7 <u>Municipal Inspections</u>. Purchaser will be responsible for obtaining any smoke detector or similar certificates, certificate of occupancy, or inspections from the relevant municipality(ies) where the Property is located that may be required for the Closing, at its sole cost and expense.

ARTICLE 8 CONDEMNATION; RISK OF LOSS

8.1 <u>Condemnation</u>. In the event of any actual or threatened taking, pursuant to the power of eminent domain, of all or any portion of the Real Property, Seller shall give written notice thereof to the Purchaser promptly after Seller learns or receives notice thereof. If all or any part of the Real Property which would materially adversely interfere with the operation or use of the Real Property as currently operated and used is, or is to be, so condemned or sold, Purchaser shall have the right to elect not to purchase the Real Property and to terminate this Agreement by written notice to Seller delivered within ten (10) days after Purchaser's receipt of Seller's notice. If Purchaser elects to terminate this Agreement pursuant to the terms of this Section 8.1, then the Earnest Money shall be returned to Purchaser and all other rights and obligations of either Party under this Agreement (other than any indemnification rights and obligations under this Agreement and any other obligations which by the express terms of this Agreement are intended to survive

any cancellation or termination of this Agreement (collectively, the "Continuing Obligations")) shall be terminated and this Agreement shall be of no further force or effect. If Purchaser elects not to terminate this Agreement, or fails to timely exercise the foregoing termination right, Purchaser shall proceed with Closing without any reduction in the Purchase Price, provided that all proceeds, awards and other payments arising out of such condemnation or sale (actual or threatened) shall be paid or assigned, as applicable, to Purchaser at Closing.

8.2 <u>Risk of Loss</u>. In the event of any fire or other casualty at the Real Property, Seller shall give written notice thereof to Purchaser promptly after Seller learns or receives notice thereof, and Purchaser shall proceed with the Closing without any reduction in the Purchase Price, provided, however, that Seller shall pay or assign, as applicable, all insurance proceeds and rights to proceeds arising out of such loss or damage to the applicable Purchaser at Closing, less any reasonable costs incurred by Seller to collect such proceeds and any portion of such proceeds that Seller uses to make temporary or emergency repairs that are reasonably consented to by such Purchaser.

ARTICLE 9 LIABILITY OF SELLER; TERMINATION RIGHTS

9.1 Liability of Seller.

- (a) Seller shall not be responsible and Purchaser hereby releases Seller from and against any Claims arising out of or in connection with the Property and the Transaction, known or unknown, regardless of whether the Claim arises out of events occurring prior to or after the Closing. The foregoing release includes Claims of which Purchaser is presently unaware or which Purchaser does not presently suspect to exist which, if known by Purchaser, would materially affect Purchaser's release of Seller. Purchaser has carefully reviewed this Section 9.1, has discussed its import with legal counsel, is fully aware of its consequences, and acknowledges that this Section 9.1 is a material part of this Agreement.
- Notwithstanding any other provision set forth in this Agreement, Seller shall have no liability under this Agreement, or any other liability to Purchaser or its successors or assigns resulting from, connected with, or arising out of, any breach or default except with respect to a Post-Closing Breach (as such term is hereinafter defined). With respect to any Post-Closing Breach, Purchaser must deliver to Seller written notice and demand describing with specificity such breach within 30 days of the Closing Date, otherwise such breach or default will be deemed waived. Seller's recourse obligations under this Agreement with respect to any breach or default by Seller (regardless of whether such default relates to any of its representations or warranties under this Agreement, relates to the Deed, or otherwise) which occurs or is discovered, brought, claimed or alleged by Purchaser following Closing (in any event a "Post-Closing Breach"), shall not exceed the aggregate sum of \$10,000.00 (the "Breach Cap"). Seller shall have no liability to Purchaser after Closing for a breach or default of any of Seller's undertakings unless the valid claims for all such breaches and defaults amount, in the aggregate, to more than \$5,000.00 (the "Breach Floor"). Notwithstanding anything to the contrary contained in this Agreement, (a) Purchaser's recourse against Seller for any liability of Seller under this Agreement shall be strictly limited to Seller's proceeds from the sale of the Property received from Purchaser (between the

Breach Floor and the Breach Cap) and Purchaser shall have no recourse against any of Seller's other assets, and (b) in no event shall any entity or person, other than Seller itself, be liable for any obligations of Seller under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, PURCHASER ACKNOWLEDGES AND AGREES THAT THE BREACH CAP REPRESENTS SELLER'S AGGREGATE MAXIMUM POTENTIAL LIABILITY **UNDER THIS AGREEMENT** FOR Α **POST-CLOSING BREACH** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY POST-CLOSING BREACH EXCEED THE BREACH CAP. REGARDLESS OF THE NUMBER OF POST-CLOSING BREACHES WHICH MAY OCCUR OR HAVE OCCURRED AND REGARDLESS OF THE NUMBER OF DEMANDS MADE BY PURCHASER WHETHER RELATED TO ONE OR MULTIPLE POST-CLOSING BREACHES. Except as expressly provided in this Section 9.1(b), neither Seller nor any other Seller Parties shall have any liability of any kind to Purchaser for any Post-Closing Breach. This Section 9.1(b) shall survive the Closing and any termination of this Agreement.

- 9.2 <u>Termination by Purchaser</u>. If Seller materially defaults in performing any of its obligations under this Agreement (including its obligation to sell the Property) for any reason other than a default by Purchaser under this Agreement, and Seller fails to cure any such default within three (3) Business Days after notice thereof from Purchaser, Purchaser may, at its option, elect either (but not both) (a) to terminate this Agreement by written notice delivered to the Seller at or prior to the Closing (in which event, however, the Continuing Obligations shall continue in effect), in which event the Earnest Money shall be refunded to Purchaser and all rights and obligations of Seller and Purchaser hereunder shall terminate immediately (except those which expressly survive the termination of this Agreement), or (b) to waive its right to terminate and, instead, to proceed to Closing. In either event, such election by Purchaser shall be its sole and exclusive remedy under this Agreement, under applicable law or in equity, and Purchaser shall not be entitled to any damages of any kind, whether actual, consequential, special, punitive or otherwise.
- Termination by Seller. If Purchaser materially defaults in performing any of its obligations under this Agreement (including its obligation to purchase any Property), and Purchaser fails to cure any such default within three (3) Business Days after notice thereof from Seller (except in the case of Purchaser's failure to perform its obligations on the Closing Date, in which case, Seller may immediately call Purchaser into default under this Agreement), and Purchaser has delivered the Earnest Money to the Escrow Agent as required under this Agreement, then Seller's sole remedy for such default shall be to terminate this Agreement and retain the Earnest Money as liquidated damages. Seller and Purchaser agree that it is difficult to determine, with any degree of certainty, the loss which Seller would incur in the event of Purchaser's failure to close the purchase of the Property, and the Parties have agreed that the amount of the Earnest Money represents a reasonable estimate of such loss and is intended as a liquidated damages provision. If upon the determination of Seller's directors, trustees, members, or agents, as applicable, and upon advice of counsel, any term or provision of this Agreement shall prevent, amend, alter, or reduce Seller's ability to exercise its fiduciary duties under Applicable Law, Seller shall have the right to terminate this Agreement. Notwithstanding the foregoing, (a) if any portion of the Earnest Money is not delivered to Escrow Agent as required under this Agreement, Purchaser shall be in breach under this Agreement and Seller shall have the right to pursue any remedy available at law or in equity as a result of such breach, including specifically, (i) the right

to terminate this Agreement and thereafter recover liquidated damages against Purchaser for Purchaser's breach of this Agreement, and (ii) the right to enforce specific performance of this Agreement, and (b) if Purchaser or any affiliate of Purchaser asserts a claim to the Property which clouds Seller's title thereto, and if such claim is found by a court of competent jurisdiction to be without merit, then Seller shall have all remedies available at law or in equity against Purchaser. This Section 9.3 shall survive Closing or termination of this Agreement.

ARTICLE 10 DUE DILIGENCE

10.1 Feasibility Period. Purchaser shall have the right to inspect the Property and conduct due diligence thereon provided Purchaser concludes all such inspections and investigation within thirty (30) days from the Effective Date hereof (the "Feasibility Period"). During the Feasibility Period, Purchaser may conduct or cause to be conducted on its behalf, reasonable physical and other investigations including review of applicable zoning, environmental and other ordinances, statutes and regulations, and feasibility studies with respect to the Property, including without limitation, wetlands, soil, title, architectural, traffic, engineering, geotechnical and environmental inspections, studies, investigations and/or tests (including marketing studies) to evaluate the condition of the Premises (and marketability thereof) (collectively, the "Feasibility Studies"); provided, however, that notwithstanding any provision hereinabove to the contrary. Purchaser shall not perform any drilling, test borings, soil samples, or other invasive activities or testing of any kind on the Property whatsoever. Purchaser shall not retain an LSRP to conduct any environmental investigation. Seller agrees to permit Purchaser and Purchaser's contractors, engineers, employees, consultants and agents to otherwise enter upon the Property for the purpose of performing the Feasibility Studies provided Seller receives notice from Purchaser at least three (3) business days prior to the proposed entry date and Seller confirms such time and date are acceptable. As a result of the current COVID-19 Public Health Emergency and State of Emergency declared by New Jersey Governor Philip D. Murphy, when accessing the Property Purchaser and its contractors, engineers, employees, consultants and agents shall comply with all safety measures, guidance, recommendations and protocols recommended by the Centers for Disease Control and Prevention (CDC) and the New Jersey Department of Health. All Feasibility Studies shall be at Purchaser's sole cost and expense. Purchaser agrees to conduct the Feasibility Studies so as to cause a minimum of disruption to the operation of the Property and a minimum of inconvenience for Seller and the Tenants at the Property. In no event shall Purchaser have access to occupied units. Seller shall have a right to have a Representative present during all Feasibility Studies. Purchaser shall restore the Property to substantially the same condition it was in before Purchaser's entry upon same and Purchaser shall also indemnify, hold harmless and defend Seller and any of the other Seller Parties (as defined below) from and against all loss, liability, damage, litigation, sums paid in settlement of any of the foregoing and costs (including without limitation reasonable attorneys' fees and disbursements) arising out of death, bodily injury or property damage resulting from any act of Purchaser or its contractors, engineers, employees, consultants and agents in connection with the Feasibility Studies. Prior to any entry upon the Property by Purchaser or Purchaser's contractors, engineers, employees, consultants and agents, Purchaser shall furnish Seller with a policy of liability insurance (or a certificate of the insurer evidencing such insurance) covering any claim for death, bodily injury or property damage arising out of acts of Purchaser and its contractors, engineers, employees, consultants and agents in connection with the Feasibility Studies, in an amount not less than \$5,000,000 in the aggregate per person in respect of death, bodily injury or property damage and under which Seller and Owner shall be named as an additional insured. If Purchaser has employees, Purchaser shall provide Seller with evidence that it maintains worker's compensation insurance in accordance with applicable law prior to entry onto the Property. Any Purchaser or Representative of Purchaser with employees must provide Seller with evidence that it maintains worker's compensation insurance in accordance with applicable law prior to entry onto the Property. The foregoing shall not limit, diminish, negate or release Purchaser's indemnification obligations contained above.

- 10.2 <u>Delivery of Data</u>. Purchaser shall deliver to Seller (without representation) copies of all raw data, test results, documents and reports obtained or generated in connection with the Feasibility Studies promptly after the receipt thereof regardless of whether Purchaser terminates this Agreement under <u>Section 10.3</u> hereof.
- Right To Terminate During Feasibility Period. If Purchaser is not satisfied with the results of the Feasibility Studies, Purchaser shall have the right to terminate this Agreement by written notice to Seller given on or before the expiration of the Feasibility Period, whereupon the Earnest Money shall be paid by Escrow Agent to Purchaser, and the Parties shall have no further obligations hereunder except those that survive the termination of this Agreement. In the event Purchaser fails to terminate this Agreement pursuant to this Section 10.3 on or before the expiration of the Feasibility Period, Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 10, and the Earnest Money shall be non-refundable to Purchaser except as otherwise provided herein, but shall be applicable as a credit to the Purchase Price at Closing. The indemnity obligations of Purchaser set forth in this Article 10 and the release by Purchaser set forth below shall survive the Closing and any termination of this Agreement.

ARTICLE 11 MISCELLANEOUS

- 11.1 <u>Completeness; Modification</u>. This Agreement constitutes the entire agreement between the Parties hereto with respect to the Transaction and supersedes all prior discussions, understandings, agreements and negotiations between the Parties hereto. This Agreement may be modified only by a written instrument duly executed by the Parties hereto.
- 11.2 <u>Assignments</u>. Purchaser may assign its rights hereunder with the consent of Seller (which consent shall not be unreasonably withheld) to any affiliate of such Purchaser; <u>provided</u>, <u>however</u>, that Purchaser shall remain liable under this Agreement and shall not be released from its obligations hereunder. No Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other Party hereto.
- 11.3 <u>Successors and Assigns</u>. This Agreement shall inure to the benefit of and bind Purchaser and Seller and their respective successors and assigns.
- 11.4 <u>Days</u>. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first

- (1st) Business Day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not Business Days.
- 11.5 <u>Governing Law</u>. This Agreement and all documents referred to herein shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey.
- 11.6 Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both Parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement. This Agreement and any amendment shall be binding if executed with an original signature, by facsimile signature, by email through portable document format ("pdf") signature or by DocuSign electronic signatures.
- 11.7 <u>Severability</u>. If any term, covenant or condition of this Agreement, or the application thereof to any Person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 11.8 <u>Costs</u>. Regardless of whether Closing occurs hereunder, and except as otherwise expressly provided herein, each Party shall be responsible for its own costs in connection with this Agreement and the Transaction, including without limitation fees of attorneys, engineers and accountants.
- 11.9 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered by hand, transmitted by facsimile transmission, sent by electronic mail in ".pdf' format, sent prepaid by Federal Express (or a comparable overnight delivery service) or sent by the United States mail, certified, postage prepaid, return receipt requested, at the addresses and with such copies as designated below. Any notice, request, demand or other communication delivered or sent in the manner aforesaid shall be deemed given or made (as the case may be) when actually delivered to the intended recipient.

<u>If to Seller</u>: Colliers International NJ LLC

c/o Colliers International

300 Interpace Parkway, Building C, 3rd Floor

Parsippany NJ 07054

Attention: Richard J. Madison, Executive Managing Director

(Richard.Madison@colliers.com)

Attention: Jacklene Chesler, Executive Managing Director

(Jacklene.Chesler@colliers.com)

with a copy to: Sills Cummis & Gross P.C.

One Riverfront Plaza

Newark, New Jersey 07102

Attention: Jaimee Katz Sussner (jsussner@sillscummis.com)

Case 2:19-cv-17865-MCA-LDW Document 155-1 Filed 06/10/21 Page 31 of 123 PageID: 19059

If to Purchaser: ARGO Management LLC

1322 Georgian Court Terrace Lakewood, New Jersey 08701 Attention: Aron Gottlieb lagottlieb@gmail.com

with a copy to: Silberberg & Klein LLP

Howell Municipal Building 4553 Route 9 North, Suite 102 Howell, New Jersey 07731 Attention: David E. Klein dklein@sklawgroup.com

If to Title Company: Iconic Title Agency LLC

1815 Lakewood Road, Suite 127 Toms River, New Jersey 08753

Attn: Pearl Stendig

Email: ps@iconictitleagency.com

If to Escrow Agent: Iconic Title Agency LLC

1815 Lakewood Road, Suite 127 Toms River, New Jersey 08753

Attn: Pearl Stendig

Email: ps@iconictitleagency.com

Or to such other address as the intended recipient may have specified in a notice to the other Party. Any Party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other Party in the manner described in this Section. The attorneys for the Parties shall have the right to deliver notices on behalf of their respective clients.

- 11.10 <u>Incorporation by Reference</u>. All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof
- 11.11 <u>Further Assurances</u>. Subject to the terms of <u>Article 3</u> hereof, Seller and Purchaser each covenant and agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the written request of the other Party, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by either Party for the purpose of or in connection with consummating the Transaction described herein.
- 11.12 <u>No Partnership</u>. This Agreement does not and shall not be construed to create a partnership, joint venture or any other relationship between the Parties hereto except the relationship of seller and purchaser specifically established hereby.
 - 11.13 <u>Time of Essence</u>. Time is of the essence with respect to every provision hereof.
- 11.14 No Third-Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and

Purchaser, only, and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

- 11.15 <u>Waiver of Jury Trial.</u> SELLER AND PURCHASER EACH HEREBY WAIVE ANY RIGHT TO JURY TRIAL IN CONNECTION WITH THE ENFORCEMENT BY SUCH PURCHASER, OR SELLER, OF ANY OF THEIR RESPECTIVE RIGHTS AND REMEDIES HEREUNDER.
- 11.16 <u>Transfer Taxes</u>. Purchaser shall be responsible for the payment of Transfer Taxes in connection with the consummation of the sale transactions contemplated by this Agreement.
 - 11.17 No Representation; Purchaser's Duty to Review.

AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THIS AGREEMENT, AND AS REFLECTED IN THE PURCHASE PRICE, PURCHASER IS PURCHASING THE PROPERTY IN AN "AS-IS, WHERE-IS" CONDITION AND IN AN "AS-IS, WHERE-IS" STATE OF REPAIR, AND WITH ALL FAULTS, IN EACH CASE AS OF CLOSING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING. **PURCHASER** UNDERSTANDS AND AGREES THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY GOVERNMENTAL LAWS (INCLUDING, WITHOUT ACCESSIBILITY FOR HANDICAPPED PERSONS), THE TRUTH, ACCURACY OR COMPLETENESS OF ANY PROPERTY DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO PURCHASER, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT SUBJECT TO SELLER'S RECEIPT OF THE APPROVAL ORDER, UPON CLOSING, SELLER SHALL SELL AND TRANSFER TO PURCHASER, AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS". PURCHASER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER AND THE OTHER SELLER PARTIES ARE NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, PROPERTY INFORMATION DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, OWNER, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, OR ANY OF THEIR RESPECTIVE AGENTS, LOAN SERVICERS, EMPLOYEES, MEMBERS, SHAREHOLDERS, OFFICERS, DIRECTORS, MANAGERS, PARTNERS, ATTORNEYS, REPRESENTATIVES, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, "SELLER PARTIES"), CERTIFICATE HOLDERS AND BONDHOLDERS OF OWNER OR ANY MEMBER OF OWNER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT SELLER CANNOT AND (EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT) DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OR GIVE ANY ASSURANCES REGARDING THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS PROVIDED TO PURCHASER, INCLUDING, BUT NOT LIMITED TO THOSE MATERIALS PROVIDED TO PURCHASER PURSUANT TO SECTION 7.2(F) HEREOF. PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO THE EXPIRATION OF THE FEASIBILITY PERIOD, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND NO SUCH EXPRESS REPRESENTATIONS, WARRANTIES OR COVENANTS OF SELLER SHALL SURVIVE CLOSING. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING.

11.18 Release of Seller.

- (a) After the Closing Date, Purchaser irrevocably waives and releases, on behalf of Purchaser, Purchaser's agents, Purchaser's affiliates and all successors in title to the Property, any claims against Seller and the Seller Parties arising out of or in connection with any conditions, including subsurface conditions, whether known or unknown, latent or apparent, defects, violations of any applicable laws, rules, regulations or ordinances (including and whether such claims are based on or sound in contract, tort, statute, common law liability, contribution, indemnity, strict liability or any other theory or cause of action which Purchaser might have asserted or alleged against Seller or any of the other Seller Parties, at any time by reason of or arising out of any defects, physical conditions, violations of any applicable laws, rules, regulations or ordinances (including, without limitation, any environmental, housing or rent control laws, rules, regulations or ordinances) and any and all other acts, omissions, events, circumstances or matters regarding the Property or its occupancy or operation. The provisions of this Section 11.18 shall survive the Closing. Purchaser acknowledges and agrees that it has carefully reviewed this Section 11.18, has discussed its import with legal counsel, is fully aware of its consequences, and acknowledges that the provisions of this Section 11.18 are a material part of this Agreement.
- (b) The acceptance of the Deed by Purchaser shall be deemed to be a full performance and discharge of every representation, warranty and covenant made by Seller herein and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement, except those, if any, which are herein specifically stated to survive Closing, including, without limitation Section 9.1(b).

- 11.19 <u>Broker</u>. Seller and Purchaser each warrant and represent to the other that they have not dealt with any broker, agent, finder or similar person in connection with this Agreement, other than Gebroe Hammer Associates (the "<u>Broker</u>"). Seller shall pay all commissions and fees due to Broker pursuant to a separate written agreement between Seller and Broker. Purchaser agrees to indemnify, defend and hold Seller harmless in full against all claims for commissions, fees and similar compensation asserted by anyone (including Broker) based on alleged dealings with Purchaser in connection with the Transaction. The provisions of this <u>Section 11.19</u> shall survive the Closing.
- 11.20 Confidentiality; Public Disclosure. Purchaser agrees that it shall keep confidential this Agreement, the terms and conditions of this Agreement and all materials, documents and information pertaining to the Property and the Leases that are at any time (whether before or after the Effective Date) delivered or made available by Seller or any of its agents or representatives to the Purchaser or any of its agents or representatives (collectively, the "Confidential Information") and that Purchaser shall not disclose the Confidential Information to any person or entity for any reason whatsoever except as specifically permitted herein or except as may be necessary to comply with the order of any court or any other Governmental Body of competent jurisdiction or as required by law or regulation. Purchaser shall restrict dissemination of Confidential Information within its own organization and to Purchaser's representatives, advisors, consultants or lenders and to the Title Company and Escrow Agent so that the Confidential Information shall be revealed only to the extent necessary to enable Purchaser to fulfill the terms of this Agreement. Notwithstanding any term or provision of this Agreement to the contrary, the terms and provisions of this Section 11.20 shall survive any termination or cancellation of this Agreement. In the event this Agreement is terminated or Purchaser defaults hereunder, Purchaser shall promptly return to Seller any and all Confidential Information. In the event of a breach or threatened breach by Purchaser or its agents under this Section 11.20, Seller shall be entitled to an injunction restraining Purchaser or its agents from disclosing, in whole or in part, any Confidential Information. Nothing herein shall be construed as prohibiting Seller from pursuing any other available remedy at law or in equity for such breach or threatened breach. Prior to Closing, any release to the public of information by Purchaser with respect to any matters set forth in this Agreement, including the existence of this Agreement, will be made only in the form approved by Seller and its counsel.
- 11.21 Right to Market. Notwithstanding anything in this Agreement to the contrary, and to the fullest extent permitted by any laws applicable to this Agreement, Seller hereby reserves the right to market the Property to potential purchasers at any time up to the date of Closing, including entering into back-up contracts for the purchase of the Property. By its execution of this Agreement, Purchaser hereby acknowledges such reservation of marketing rights and agrees that any such actions by or on behalf of Seller at any time up to the date of Closing shall not constitute a default by Seller under this Agreement.
- 11.22 <u>Waiver of Right to Record Lis Pendens</u>. AS PARTIAL CONSIDERATION FOR SELLER ENTERING INTO THIS AGREEMENT, PURCHASER EXPRESSLY WAIVES ANY RIGHT UNDER APPLICABLE STATE STATUTES OR AT COMMON LAW OR OTHERWISE TO RECORD OR FILE A LIS PENDENS OR A NOTICE OF PENDENCY OF ACTION OR SIMILAR NOTICE AGAINST ALL OR ANY PORTION OF THE PROPERTY IN CONNECTION WITH ANY ALLEGED DEFAULT BY SELLER HEREUNDER. PURCHASER AND SELLER HEREBY EVIDENCE THEIR SPECIFIC AGREEMENT TO

Case 2:19-cv-17865-MCA-LDW Document 155-1 Filed 06/10/21 Page 35 of 123 PageID: 19063

THE TERMS OF THIS WAIVER BY PLACING THEIR INITIALS IN THE PLACE PROVIDED HEREINAFTER. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

PURCHASER'S INITIALS

SELLER'S INITIALS

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed as of the day and year first above written.

SELLER:

Colliers International NJ LLC, as Court-Appointed Receiver for the Property, Pursuant to the Receiver Order

By:

Name: Richard J. Madison

Title: Executive Managing Director

PURCHASER:

ARGO Management LLC

Ву: ___

Name: Title:

Aron Gottlieb Authorized Signatory

ESCROW AGENT RECEIPT INITIAL EARNEST MONEY

The undersigned Escrow Agent acknowledges receipt of three (3) originally executed counterparts of this Agreement and the Initial Earnest Money in the amount of \$50,000.00 to be held and disbursed in accordance with the terms of this Agreement. The Escrow Agent agrees to immediately deliver to Seller and Purchaser an original counterpart of this Agreement executed by the Parties and the Escrow Agent. Copies of the fully executed Agreement, signed also by the Escrow Agent, shall be delivered to Seller's counsel and Purchaser's counsel at the addresses listed in Section 11.9 above. The Escrow Agent does not assume and shall not be under any liability on account of performance or non-performance of any party to this Agreement and the Escrow Agent may at its option require the receipt of a release and authorization in writing from all Parties before paying the Earnest Money to either party. The Escrow Agent has assigned this Agreement GF number:

Name:

Title:

By:

Dated: _______, 2021.

ICONIC TITLE AGENCY LLC

Pearl Stendig / Authorized Signatory

ESCROW AGENT RECEIPT ADDITIONAL EARNEST MONEY

The undersigned Escrow Agent acknowledges receipt of the Additional Earnest Money in the amount of \$50,000.00 to be held and disbursed in accordance with the terms of this Agreement. The Escrow Agent does not assume and shall not be under any liability on account of performance or non-performance of any party to this Agreement and the Escrow Agent may at its option require the receipt of a release and authorization in writing from all Parties before paying the Earnest Money to either party. The Escrow Agent has assigned this Agreement GF number:

Money to either party.	The Escrow Agent has assigned this Agreement GF number:	
Dated:	, 2021.	
	ICONIC TITLE AGENCY LLC	
	Ву:	
	Name:	
	Title:	

EXHIBIT A

OWNER, PROPERTY, PURCHASER, PURCHASE PRICE

Owner	Address	Purchaser	Purchase Price
Atlantic Norse, LLC	212, 214 and 225 Atlantic	ARGO	\$2,000,000.00
	Avenue, Atlantic City, NJ	Management, LLC	

EXHIBIT B

LEGAL DESCRIPTION OF LAND

ADDRESS: 212, 214 AND 225 ATLANTIC AVENUE, ATLANTIC CITY, NJ 08401

Case & 2.9-2001-12766544016-A-DDW D Document 1-46 Fille bio 12104119 Fragge 359 of 809 P Rape # D 6 3 6 4 1

EXHIBIT A

DESCRIPTION OF THE LAND

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Atlantic City, County of Atlantic, State of NJ:

TRACT 1:

BEGINNING at a point in the Southerly line of Atlantic Avenue (100 feet wide), said point being distance 100.00 feet East of the Easterly line of Vermont Avenue (50 feet wide) when measured in and along the aforesaid Southerly line of Atlantic Avenue, and extending from said beginning point; thence

- North 62 degrees 32 minutes 00 seconds East, in and along the Southerly line of Atlantic Avenue, a distance of 50.00 feet to a point; thence
- 2. South 27 degrees 28 minutes 00 seconds East, parallel with Vermont Avenue, a distance of 100.00 feet to a point; thence
- 3. South 62 degrees 32 minutes 00 seconds West, parallel with Atlantic Avenue, a distance of 50.00 feet to a point; thence
- 4. North 27 degrees 28 minutes 00 seconds West, parallel with Vermont Avenue, a distance of 100.00 feet to the point and place of BEGINNING.

TRACT II:

BEGINNING at a point in the Southerly line of Atlantic Avenue 150.00 feet Eastwardly of the Easterly line of Vermont Avenue and extending; thence

- 1. Southwardly parallel with Vermont Avenue, 100.00 feet; thence
- 2. Eastwardly parallel with Atlantic Avenue, 50.00 feet; thence
- 3. Northwardly parallel with Vermont avenue, 100.00 feet to the Southerly line of Atlantic Avenue; thence
- 4. Westwardly, along the said Southerly line of Atlantic Avenue 50.00 feet to the place of BEGINNING.

Being further described in accordance with a survey prepared by James J. Kuhn, PLS dated March 20,2004; as;

BEGINNING at a point in the Southerly line of Atlantic Avenue 150.00 feet Easterly from the corner formed by intersection of the Easterly side of Vermont Avenue with the Southerly side of Atlantic Avenue; Thence

- 1. North 62 degrees, 32 minutes 00 seconds East, along the Southerly side of Atlantic Avenue, a distance of 50.00 feet; Thence
- 2. South 27 degrees 28 minutes 00 seconds East, a distance of 100.00 feet; Thence
- 3. South 62 degrees 32 minutes 00 seconds West, a distance of 50,00 feet thence
- 4. North 27 degrees 28 minutes 00 seconds West, a distance of 100.00 feet to the Southerly side of Atlantic Avenue, being the point and place of BEGINNING.

(continued)

(225/018/01178210)
New Jersey
Multifamily Mortgage, Assignment of Rents
and Security Agreement

Cases & 2.9.90 col-7.8786654401.CA-DDW D Doctorum retrol - 416 Hille DOD 2.10041.129 Heague 3504 of 845 87 Rosey & D6 3.663 2

TRACT III:

BEGINNING at the intersection of the Northerly line of Atlantic Avenue (100 feet wide) and the Easterly line of Vermont Avenue (50 feet wide) and extending from said beginning point; thence

- 1. North 27 degrees 28 minutes 00 seconds West, in and along the Easterly line of Vermont avenue, a distance of 100.00 feet to a point; thence
- 2. North 62 degrees 32 minutes 00 seconds East, parallel with Atlantic Avenue, a distance of 55.00 feet to a point; thence
- 3. South 27 degrees 28 minutes 00 seconds East, parallel with Vermont Avenue, a distance of 100.00 feet to a point in the aforesaid Northerly line of Atlantic Avenue; thence
- South 62 degrees 32 minutes 00 seconds West, in and along same, a distance of 55.00 feet to the point and place of BEGINNING.

Case 2:19-cv-17865-MCA-LDW Document 155-1 Filed 06/10/21 Page 44 of 123 PageID: 19072

EXHIBIT C

SALE ORDER [attached]

Case 2:19-cv-17865-MCA-LDW Document 155-1 Filed 06/10/21 Page 45 of 123 PageID:

Case 2:19-cv-17865-MCA-LDW Document 88 Filed 05/29/20 Page 1 of 9 PageID: 11519

SILLS CUMMIS & GROSS P.C. Jaimee Katz Sussner, Esq. Joshua N. Howley, Esq. One Riverfront Plaza Newark, New Jersey 07102 (973) 643-7000

Attorneys for Court-Appointed Receiver Colliers International NJ, LLC

UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE FOR THE REGISTERED
HOLDERS OF WELLS FARGO
COMMERCIAL MORTGAGE
SECURITIES, INC., MULTIFAMILY
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2018-SB51, et al.,

Civil Action No. 19-cv-17865 (MCA)(LDW)

Plaintiffs,

VS.

ENGLEWOOD FUNDING LLC, et al.,

Defendants.

SALE PROCEDURES

ORDER SETTING FORTH

THIS MATTER having been opened to the Court by counsel for the plaintiffs in the following actions: (i) OREC NJ, LLC v. Levine, et al., Civil Action No. 19-cv-17421-MCA-LDW, (ii) Wells Fargo Bank, National Association v. Levine, et al., 19-cv-17866-MCA-LDW, (iii) U.S. Bank National Association v. Englewood Funding, LLC, et al., 19-cv-17865-MCA-LDW, (iv) JLS Equities LLC v. River Funding, LLC, et al., 19-cv-17615-MCA-LDW, (v) Privcap Funding, LLC v. Levine, et al., 19-cv-18122-MCA-LDW, and (vi) Conventus, LLC v. Levine, et al., 19-cv-18137-MCA-LDW (the "Actions"), and Sills Cummis & Gross P.C., in its capacity as counsel for the court-appointed receiver in the Actions (the "Receiver"), for an Order setting forth the procedures

for the property owners (collectively, the "Property Owners" and individually, the "Property Owner") identified as defendants in the Actions and/or the Receiver (collectively, the "Seller") to sell the subject properties that are identified in Exhibit A attached hereof (collectively, the "Properties" and individually, the "Property"); and any objections to entry of this Order that were filed having been addressed by the Court; and the Court having considered the papers submitted in connection with this application, and having heard the arguments of counsel, if any; and for good cause shown;

IT IS on this 29th day of May, 2020,

ORDERED as follows:

- 1. The Seller is hereby authorized to execute non-binding contracts (each a "Non-Binding Contract") for the sale of one or more of the Properties. Each Non-Binding Contract executed by the Seller shall contain a provision (the "Disclaimer") that the purchaser or other counter-party thereto shall not have any legally enforceable rights, claims or causes of action against the seller counter-party thereunder unless and until such Non-Binding Contract has been the subject of an final, non-appealable Approval Order (as herein defined) entered by this Court in accordance with the procedures set forth herein.
- 2. Within three (3) business days of execution of a Non-Binding Contract, the proponent of the sale shall serve a copy of the Non-Binding Contract upon (i) the Property Owner(s), c/o Seth Levine, 636 South Forest Drive, Teaneck, New Jersey, with a copy to Jacob Kaplan, Esq., Brafman & Associates, P.C., 767 Third Avenue, 26th Floor, New York, New York 10017, Email: jkaplan@braflaw.com, (ii) Sills Cummis & Gross P.C. on behalf of the Receiver, (iii) the attorneys for the affected first mortgagee(s), (iv) those persons who have appeared in the Action(s) relating to the subject Property(s), and (v) those persons purporting to hold secured debt

or otherwise to have an interest in the subject Property(s), including any mezzanine lenders (collectively, the "Parties" and individually, a "Party"), via e-mail (or first class mail, if e-mail is not possible).

- 3. Within three (3) business days thereafter, the proponent of the sale shall file proof of service of the Non-Binding Contract on the Parties. The proponent of the sale shall serve the Parties with any and all proposed amendments, modifications and addenda to the Non-Binding Contract (which shall contain the Disclaimer provided for in paragraph 1 above) within three (3) business days after execution thereof, and shall file proof of service of any and all proposed amendments, modifications and addenda to the Non-Binding Contract originally served on the Parties.
- 4. Upon the request of a Party, the proponent of a sale shall furnish, within seven (7) calendar days of the receipt of such request, information concerning the proposed purchaser and the transaction as the Party requests, including but not limited to information that would reasonably allow a Party to make a determination as to the proposed purchaser's financial wherewithal and other capabilities to close the transaction and the likelihood that any contingencies contained in the Non-Binding Contract can reasonably be satisfied. Such information shall include the following information to the extent it can be obtained from the proposed purchaser: (i) confirmation whether the proposed purchase is all cash or is contingent upon financing; (ii) if financing is required, the name of the anticipated bank/lender; (iii) proof of funds sufficient to close; and (iv) information concerning the party(s) tendering the purchase offer, including a list of principals.
- 5. Within thirty (30) calendar days of service of the Non-Binding Contract, the first mortgagee(s) and any other secured creditors with respect to the Property(s) that is/are the subject

matter of such Non-Binding Contract (including any mezzanine lenders) shall provide payoff statements to the Property Owner(s) c/o Seth Levine, 636 South Forest Drive, Teaneck, New Jersey, with a copy to Jacob Kaplan, Esq., Brafman & Associates, P.C., 767 Third Avenue, 26th Floor, New York, New York 10017, Email: jkaplan@braflaw.com, and Sills Cummis & Gross P.C. on behalf of the Receiver, via e-mail (or first class mail, if e-mail is not possible). The payoff statements shall include per diem interest and a detailed breakdown of the amounts claimed to be due. Additionally, the Receiver shall within such period provide a payoff statement setting forth all sums due to the Receiver in connection with the Property(s). The Property Owners and any Party holding secured debt or otherwise having an interest in the subject Property(s) shall be entitled to request and receive copies of such payoff statements.

- 6. Within five (5) calendar days following receipt of all payoff statements, the Seller shall confirm in writing to the Property Owner(s) and any Party holding secured debt or otherwise having an interest in the subject Property(s) whether it agrees to pay the full sum demanded in the first mortgagee's payoff statement and all sums due to the Receiver in good funds at closing, without deduction or offsets of any kind. In addition, the Seller shall within such five-day period advise such parties whether it agrees to pay any other secured creditors the full sum demanded in their payoff statements in good funds at closing, without deduction or offsets of any kind.
- 7. In the event the Seller agrees to pay in full all sums demanded by the first mortgagee, any other secured creditors and the Receiver, the Seller may make a motion on no less than twenty-four (24) days' notice to the Parties for approval of the sale (a "Sale Approval Motion"). Each Sale Approval Motion shall include a proposed distribution schedule for all sale proceeds, reflecting that the Seller shall pay the full sum demanded in the payoff statements

provided by the first mortgagee(s) and any other secured creditors, together with all sums due to the Receiver, in good funds at closing, without deduction or offsets of any kind.

- 8. Any objections to a Sale Approval Motion shall be made in accordance with the applicable rules of the Court. Any disputes regarding the proposed distribution schedule shall be resolved insofar as possible in connection with the Court's consideration of a Sale Approval Motion. To the extent any bona fide disputes with respect to the validity, extent or priority of a secured claim cannot be so resolved, the Court may require the escrow of any disputed secured claim amounts; provided, however, that the Court shall not approve the proposed sale or require the escrow of any disputed secured claim amounts without the consent of any secured creditor that is not being paid in full.
- 9. If the Court approves the sale, the approval order (an "Approval Order") shall state the manner in which the sale proceeds are to be distributed or, as applicable, escrowed. In addition, any Approval Order shall set forth the terms, conditions and limitations under which the Seller shall be authorized to sign any and all closing documents necessary to convey title to the subject Property(s). The Approval Order shall further require that the Receiver be contacted forty-eight (48) hours prior to closing to ensure that any supplemental expenditures made by the Receiver and any other sums due to the Receiver with respect to the subject Property(s), as well as any protective advances made by any Party, are satisfied at closing, without deduction or offsets of any kind.
- 10. At closing, to the extent existing and in its possession or reasonable control, the Receiver shall turn over to the purchaser copies of the following for each Property, without representation or warranty of any kind: (i) existing surveys and maps, (ii) leases, amendments, and subleases, (iii) a certified rent roll, (iv) all approvals, applications, and communications to and

from government agencies, boards, or bodies with respect to the Property, (v) a Schedule of Operating Expenses, (vi) copies of active vendor contracts, and (vii) a current tax bill.

- 11. If, pursuant to an Approval Order, sale proceeds are escrowed by reason of any unresolved disputes, any party claiming an interest in such escrowed proceeds shall make a motion on notice to the Parties within thirty (30) calendar days following the closing of title seeking direction from the Court regarding the distribution of escrowed funds. Any Party claiming an interest in the escrowed funds may respond to the motion in accordance with the applicable Court rules.
- 12. Any surplus funds in excess of amounts needed to pay (i) all secured claims relating to such Property(s), (ii) any sums due to the Receiver, and (iii) normal closing costs (including reasonable attorneys' fees), shall be escrowed pending further order of the Court. Notwithstanding the prior sentence, in the event there are surplus funds after payment of the amounts set forth in Paragraphs 12(i), (ii) and (iii), any mezzanine lender that is a Party and has provided all information required in Paragraph 5 above, shall be entitled to be paid at closing from the surplus funds, unless an entity or individual claiming an interest in the surplus funds files an objection to payment to such mezzanine lender. In no event shall the original Property Owner(s) and/or Seth Levine receive surplus funds absent further order of the Court.
- 13. In the event that any person or entity, including but not limited to a Party, the respective Property Owner(s) and/or the Receiver, attempts to obtain Court approval of a sale with respect to any Property(s) without abiding by the terms and conditions of this Order, any Party or interest holder shall be deemed to have reserved, and not released, waived or impaired, any and all of its rights to object to such sale, and the entry of this Order and the terms thereof shall not be

Case 2:19-cv-17865-MCA-LDW Document 155-1 Filed 06/10/21 Page 51 of 123 PageID:

Case 2:19-cv-17865-MCA-LDW Document 887 Filed 05/29/20 Page 7 of 9 PageID: 11525

rights or claims.

14. The terms of this Order are not intended (i) to apply to any foreclosure action

instituted by a first mortgagee or other secured creditor or (ii) to interfere with, or place limits or

cited, referred to or relied upon as the basis for a finding that such Party has waived any of its

conditions upon, the foreclosure of any properties by first mortgagees or other secured creditors.

Additionally, the terms of this Order shall not prevent the Parties from seeking approval of a sale

pursuant to state law in a pending foreclosure action. State court approval of such a sale shall be

deemed to satisfy the requirement set forth in this Court's Amended Preliminary Injunction and

Receivership Order dated December 4, 2019 that Court approval be obtained for any sale.

Acda Dunn Wettre

HON. LEDA DUNN WETTRE, U.S.M.J.

Exhibit A — Subject Properties and Owners

U.S. Bank National Association v. Englewood Funding, LLC, et al. Civil Action No. 19-cv-17865-MCA-LDW

Property Address	Property Owner
191 First Street Englewood, New Jersey 07631	Englewood Funding, LLC
54-78 Temple Avenue Hackensack, New Jersey 07601	Lenox Temple, LLC
406-444 Liberty Street Little Ferry, New Jersey 07643	Lenox Liberty, LLC
107-109 Hudson Street Hackensack, New Jersey 07601	Lenox Hudson, LLC
197-199 Grant Street & 359-361 Gorden Street Perth Amboy, New Jersey 08861	Plainfield Norse, LLC
88 McKinley Street & 170 South Park Street Hackensack, New Jersey 07601	Hackensack Norse, LLC
77 Hope Avenue Passaic, New Jersey 07055	Post Avenue Ventures, LLC
159 Fort Lee Road Teaneck, New Jersey 07666	FLR Ventures LLC
301, 401 & 501 Browning Lane Brooklawn, New Jersey 08030	Brooklawn Norse, LLC
12 Meadow Road Pennsville, New Jersey 08070	Penn Norse, LLC
123 Pierre Avenue, 132 Jewell Street a/k/a 113-115 Garfield, New Jersey 07026	Garfield Norse, LLC
357 & 363 West End Avenue Elizabeth, New Jersey 07202	Elizabeth Norris, LLC
516 Kennedy Boulevard Bayonne, New Jersey 07002	Sussex Norse, LLC

Case 2:19-cv-17865-MCA-LDW Document 155-1 Filed 06/10/21 Page 53 of 123 PageID: 19081 Case 2:19-cv-17865-MCA-LDW Document 88 Filed 05/29/20 Page 9 of 9 PageID: 11527

Property Address	Property Owner
212, 214 & 225 Atlantic Avenue Atlantic City, New Jersey 08401	Atlantic Norse, LLC
190 Ackerman Avenue, 286 Parker Avenue, 77 Randolph Avenue Clifton, New Jersey 07011	Clifton DL Ventures, LLC
301 Broadway Bayonne, New Jersey 07002	Bayonne Broadway Norse, LLC
137-139 Third Street Passaic, New Jersey 07055	137-139 Third Norse, LLC
60-62 Dayton Avenue & 15 Hobart Street Passaic, New Jersey 07055	Passaic Norse, LLC
352-354 New Brunswick Avenue Perth Amboy, New Jersey 08861	Perth NB Ventures, LLC
2680 John F. Kennedy Boulevard Jersey City, New Jersey 07306	2680 Kennedy Ventures LLC

EXHIBIT D

FORM OF DEED

	Prepared By:
	QUIT CLAIM DEED
This Quit Claim De	ed is made on, 20,
BETWEEN	
	COLLIERS INTERNATIONAL NJ LLC, IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER pursuant to that certain Amended Preliminary Injunction and Receivership Order, entered on December 4, 2019, in U.S. Bank National Association, as Trustee for the Registered Holders of Wells Fargo Commercial Mortgage Securities, Inc. Multifamily Mortgage Pass-Through Certificates, Series 2018-SB51 et al. v. Englewood Funding, LLC et al., Civil Action No. 2:19-CV-17865 (MCA)(LDW) (the "Receivership Order"), having an address of, referred to as
	GRANTOR
AND	, a, having an address of, referred to as
	GRANTEE
The word "Grantee	" shall mean all Grantees listed above.
the property describ	fer of Ownership. The Grantor grants and conveys (transfers ownership of) bed below to the Grantee. This transfer is made for the sum of
Tax M	ap Reference. (N.J.S.A. 46:15-1.1) Municipality of
Block No. Lot No	. Account No.
	Ex. D-1

Case 2:19-cv-17865-MCA-LDW Document 155-1 Filed 06/10/21 Page 55 of 123 PageID: 19083

☐ No property tax identification number is available on the date of this Deed. (check box if applicable.)	
Property. The property consists of the land in the, County of and State of New Jersey. The legal description is:	
See Legal Description annexed hereto as Schedule "A" and made a part hereof.	
Type of Deed. This Deed is called a Quitclaim Deed. The Grantor makes no promises as to ownership or title, but simply transfers whatever interest the Grantor has to the Grantee, subject to all matters listed on Schedule "B" attached hereto and made a part hereof.	
Authority. Grantor's authority to execute and deliver this Deed is given pursuant that certain [], entered by the [] on [], lls es, 65
(SIGNATURE ON FOLLOWING DAGE)	

[SIGNATURE ON FOLLOWING PAGE]

¹ Insert information related to the Sale Order.

Signatures. The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed.

WITNESSED BY:	COLLIERS INTERNATIONAL NJ LLC, IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER pursuant to that certain Amended Preliminary Injunction and Receivership Order, entered on December 4, 2019, in U.S. Bank National Association, as Trustee for the Registered Holders of Wells Fargo Commercial Mortgage Securities, Inc. Multifamily Mortgage Pass-Through Certificates, Series 2018-SB51 et al. v. Englewood Funding, LLC et al., Civil Action No. 2:19-CV-17865 (MCA)(LDW)
	By:
	Name: Title:
STATE OF NEW JERSEY COUNTY OF SS.:	
I CERTIFY that on, 2 me and stated to my satisfaction that	0,, personally came before at this person (or if more than one, each person):
LLC, the Court-Appointed Receive Grantor named in this Deed; (c) signed, sealed and delivered (d) made this Deed for \$	ed Deed; execute this Deed as of Colliers International NJ er for the Property, pursuant to the Receivership Order, the this Deed as his or her voluntary act and deed; as the full and actual consideration paid or to be (Such consideration is defined in N.J.S.A. 46:15-5).
	Notary Public
RECORD & RETURN TO:	

SCHEDULE A

Legal Description of the Property

(To Be Added)

SCHEDULE B

Permitted Exceptions

(To Be Added)

EXHIBIT E

FORM OF BILL OF SALE

BILL OF SALE AND ASSIGNMENT

This BILL OF SALE AND ASSIGNMENT (this "Bill of Sale") is made from Colliers International NJ LLC, in its capacity as the Court-Appointed Receiver pursuant to that certain Amended Preliminary Injunction and Receivership Order, entered on December 4, 2019, in U.S. Bank National Association, as Trustee for the Registered Holders of Wells Fargo Commercial Mortgage Securities, Inc. Multifamily Mortgage Pass-Through Certificates, Series 2018-SB51 et al. v. Englewood Funding, LLC et al., Civil Action No. 2:19-CV-17865 (MCA)(LDW) ("Assignor"), to [______], a [______], ("Assignee").

RECITALS

Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to obtain as of the Closing Date the Tangible Personal Property, to the extent transferrable, all of Seller's utility and entitlement rights benefitting the Real Property (the "<u>Utilities and Entitlement Rights</u>"), and, to the extent transferrable, any easements (including, without limitation, reciprocal easement agreements, if any) belonging to or inuring to the benefit of the Seller and pertaining to the Real Property (the "<u>Easements and Covenants</u>"), all at the time of Closing, subject to the terms and conditions of the PSA.

NOW, THEREFORE, in consideration of the receipt of \$10.00 and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby ASSIGN, TRANSFER, SET OVER, and DELIVER to Assignee the Tangible Personal Property, the Utilities and Entitlement Rights, and Easements and Covenants, subject to the terms and conditions of the PSA.

Notwithstanding anything to the contrary contained herein, Assignor's liability under this Bill of Sale is expressly subject to the limitations set forth in Section 9.1(b) of the PSA.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Case 2:19-cv-17865-MCA-LDW Document 155-1 Filed 06/10/21 Page 60 of 123 PageID: 19088

EXECUTED to be effective as of	, 2021.
	ASSIGNOR:
	Colliers International NJ LLC, as Court-Appointed Receiver for the Property, Pursuant to the Receiver Order
	By: Name: Richard J. Madison Title: Executive Managing Director

Case 2:19-cv-17865-MCA-LDW Document 155-1 Filed 06/10/21 Page 61 of 123 PageID: 19089

ASSIGNEE:	
[],
a [
By:	
By:	
Title:	

EXHIBIT F

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION OF LEASES, SECURITY DEPOSITS, AND INTANGIBLE RIGHTS

RECITALS

Pursuant to that certain Agreement of Purchase and Sale executed on _______, 2021, by Assignor and Assignee (the "PSA"; capitalized terms not defined herein shall have the meaning ascribed to such terms in the PSA), the Assignor has executed and delivered to Assignee on the date hereof that certain deed (the "Deed") pursuant to which Assignor is selling and conveying to Assignee the Real Property.

Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to assume, all of Assignor's right, title and interest in and to the Leases, the Security Deposits, and all assignable intangible personal property and general intangibles of every nature whatsoever (the "Intangible Rights"), to the extent permitted by law and assignable and the PSA, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby SELL, ASSIGN, CONVEY, TRANSFER, SET-OVER and DELIVER unto Assignee all of Assignor's right, title and interest in and to the Leases, Security Deposits and the Intangible Rights.

This Assignment is made by Assignor and accepted by Assignee subject to the "<u>Permitted Exceptions</u>" described in the Deed, to the extent that the same validly exist and affect the Leases and Intangible Rights.

By execution of this Assignment and subject to all the terms and conditions of the PSA, Assignee assumes and agrees to perform all of the covenants, agreements and obligations under the Leases. Assignee hereby agrees to indemnify, hold harmless and defend Assignor from and against any and all third party obligations, liabilities, costs and claims (including reasonable attorneys' fees) arising as a result of or with respect to any of the Leases.

Notwithstanding anything to the contrary contained herein, Assignor's liability under this Assignment is expressly subject to the limitations set forth in <u>Section 9.1(b)</u> of the PSA.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Case 2:19-cv-17865-MCA-LDW Document 155-1 Filed 06/10/21 Page 64 of 123 PageID: 19092

EXECUTED to be effective as of	, 2021.
	ASSIGNOR:
	Colliers International NJ LLC, as Court-Appointed Receiver for the Property, Pursuant to the Receiver Order
	Ву:
	Name: Richard J. Madison
	Title: Executive Managing Director

Case 2:19-cv-17865-MCA-LDW Document 155-1 Filed 06/10/21 Page 65 of 123 PageID: 19093

ASSIGNEE:	
a [
Bv:	
By: Name:	
Title:	

EXHIBIT G

FORM OF ENVIRONMENTAL INDEMNITY AGREEMENT

In connection with the purchase b	ntic City, County of Atlantic, New Jersey, more	
("Purchaser"), of certain property in Atla	ntic City, County of Atlantic, New Jersey, more	
particularly described on Exhibit A attached	hereto and made a part hereof for all purposes (the	
"Property") from Colliers International NJ L	LC, in its capacity as the Court-Appointed Receiver	
pursuant to that certain Amended Prelimin	ary Injunction and Receivership Order, entered on	
December 4, 2019, in U.S. Bank National A	ssociation, as Trustee for the Registered Holders of	
Wells Fargo Commercial Mortgage Secu	urities, Inc. Multifamily Mortgage Pass-Through	
Certificates, Series 2018-SB51 et al. v. Engl	lewood Funding, LLC et al., Civil Action No. 2:19-	
CV-17865 (MCA)(LDW) ("Seller"), and in	consideration of the conveyance of the Property by	
Seller, Purchaser hereby unconditionally and	d irrevocably waives any claim against Seller arising	
from the presence of Hazardous Substances o	n the Property. Further, Purchaser hereby indemnifies	
Seller and the other Seller Parties harmless fro	om and against all loss, liability, damage and expense,	
including reasonable attorneys' fees, suffered	d or incurred by Seller arising out of or resulting from	
the introduction of such Hazardous Substan	ices on the Property from and after the date hereof,	
including, without limitation, (a) any liab	pility under or on account of the Comprehensive	
	Liability Act of 1980, as the same may be amended	
from time to time or related regulations or a	any similar applicable laws or regulations, including	
the assertion of any lien thereunder (collective	vely, "Environmental Law"), (b) any loss of value of	
the Property as a result of the presence of Haz	zardous Substance, (c) claims brought by third parties	
for loss or damage incurred or sustained sub	sequent to the date hereof, which do not arise, result	
or are related to Seller's ownership and oper	ation of the Property; and (d) liability with respect to	
any other matter affecting the Property resulting from noncompliance with any Environmental		
Law, not related to, arising out of or resu	lting from Seller's ownership and operation of the	
	erein have the meanings given them in that certain	
Agreement of Purchase and Sale by a	and between Purchaser and Seller dated as of	
, 2021.		
IN WITNESS WHEREOF, Purchaser	has executed this Environmental Indemnity to be	
effective as of, 2021.		
	PURCHASER:	
	[], a []	
	a []	
	By:	
	Name:	
	Title:	

EXHIBIT A TO ENVIRONMENTAL INDEMNITY AGREEMENT PROPERTY

EXHIBIT H

FORM OF TAX AFFIDAVIT

SELLER'S NON-FOREIGN AFFIDAVIT

THE STATE	OF
COUNTY OF	
	1445 of the Internal Revenue Code provides that a transferee of a U.S. real property
	withhold tax if the transferor is a foreign person. To inform
	that withholding of tax is not required upon the disposition of a U.S. real property
	lliers International NJ LLC, in its capacity as the Court-Appointed Receiver pursuant
	Amended Preliminary Injunction and Receivership Order, entered on December 4,
	Bank National Association, as Trustee for the Registered Holders of Wells Fargo
	Mortgage Securities, Inc. Multifamily Mortgage Pass-Through Certificates, Series
	t al. v. Englewood Funding, LLC et al., Civil Action No. 2:19-CV-17865
(MCA)(LDW) (" <u>Transferor</u> "), the undersigned hereby certifies as follows:
1.	Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terns are defined in the Internal Revenue Code and Income Tax Regulations);
2.	Transferor's U.S. employer identification number is: #;
3.	Transferor's office address is [].
	eror understands that this certification may be disclosed to the Internal Revenue Transferee and that any false statement contained herein could be punished by fine, or both.

Under penalties of perjury, the undersigned, in the capacity set forth below, hereby declares that he has examined this certification and to the best of its knowledge and belief it is true, correct, and complete, and the undersigned further declares that he has authority to sign this document in such capacity.

[SIGNATURE ON NEXT PAGE]

TRA	NS	FE	RO	R
-----	----	----	----	---

	Colliers International NJ LLC, as Court-Appointed Receiver for the Property, Pursuant to the Receiver Order
	By: Name: Richard J. Madison Title: Executive Managing Director
THE STATE OF	
and for the State of, personally a Director of Colliers International NJ LLC, as to that certain Amended Preliminary Injunct 2019, in U.S. Bank National Association, a Commercial Mortgage Securities, Inc. Mul	appeared Richard J. Madison, the Executive Managing of Court-Appointed Receiver for the Property, pursuant tion and Receivership Order, entered on December 4, as Trustee for the Registered Holders of Wells Fargo diffamily Mortgage Pass-Through Certificates, Series 19, LLC et al., Civil Action No. 2:19-CV-17865 me.
	Notary Public in and for the State of Texas
	Printed/Typed Name of Notary
	My Commission Expires:

EXHIBIT I

FORM OF TENANT NOTICE LETTER

Name and Add	ress of Tenant
Date:	, 2021
Re: S	ale of [] located at []
Ladies and Gent	lemen:
pursuant to a lea the Property. In Lease to Purchas "Security Depo- responsibility for any liability for All rental and	dvised that, a, as purchased the captioned property, in which you occupy space as a tenant se (the "Lease"), from [] ("Seller"), the court appointed Receiver of connection with such purchase, Seller has assigned its interest as landlord in the ser and has transferred your security deposit in the amount of \$ (the sit") to Purchaser. Purchaser specifically acknowledges the receipt of and the Security Deposit, the intent of Purchaser and Seller being to relieve Seller of the return of the Security Deposit. d other payments that become due subsequent to the date hereof should be payable and should be addressed as follows:
	all notices from you to the landlord concerning any matter relating to your tenancy at the address above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Case 2:19-cv-17865-MCA-LDW Document 155-1 Filed 06/10/21 Page 71 of 123 PageID: 19099

Very truly yours,
Colliers International NJ LLC, as Court-Appointed Receiver for the Property, Pursuant to the Receiver Order
By:
Name: Richard J. Madison
Title: Executive Managing Director

Case 2:19-cv-17865-MCA-LDW Document 155-1 Filed 06/10/21 Page 72 of 123 PageID: 19100

PURCHASER :	
],
a [
D.	
By:Name:	
Name:	
Its:	

EXHIBIT J

AFFIDAVIT OF TITLE

STATE OF)
COUNTY OF) ss:
	says under oath:
Appointed Receiver for the	an officer of Colliers International NJ LLC ("Receiver"), the Court-roperty (hereafter defined). I am fully familiar with the business of if the United States of America and at least 18 years old.
2. Representat my knowledge, information	ons. The statements contained in this affidavit are true to the best of and belief.
dated ("Title C has owned the property designed of, New Jers	and Possession. Based solely on title commitment No
mechanic's lien, stop notice	s. Receiver is not aware that anyone has filed or intends to file a building contract or notice of unpaid balance related to the Property. that money is due and owing from Receiver for construction or repair
rights) which affect its own are no pending lawsuits or	ambrances. Receiver has not created or allowed any interests (legal riship or use of the Property. To Receiver's actual knowledge, there adgments against Receiver or other legal obligations which may be a. No bankruptcy or insolvency proceedings have been started by or
additions to the above stat	nd Additions. The following is a complete list of exceptions and ments: (a) items set forth in Section II of Schedule B of the Title date by an authorized agent of said title insurer, (b) subject to all

matters of record, (c) the Leases; and (d) the Receiver Order and all proceedings thereunder.

Case 2:19-cv-17865-MCA-LDW Document 155-1 Filed 06/10/21 Page 74 of 123 PageID: 19102

7. **Reliance.** Receiver makes this affidavit in order to induce the Title Company to insure title to the Property. It is aware that the Title Company will rely on the statements made in this affidavit and on its truthfulness.

COLLIERS INTERNATIONAL NJ LLC

Signed and swor	n to before		
me on	, 20	By:	
		Name:	
		Title:	
Notary Public			

FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

This FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE ("First Amendment") is dated as of the <u>26</u> day of May, 2021 by and between COLLIERS INTERNATIONAL NJ LLC, AS COURT-APPOINTED RECEIVER FOR THE PROPERTY, PURSUANT TO THE RECEIVER ORDER ("Seller") and ARGO MANAGEMENT LLC ("Purchaser").

RECITALS

WHEREAS, Seller and Purchaser entered into that certain Agreement of Purchase and Sale dated February 17, 2021("**Agreement**") for the sale of the property known as 212, 214 & 225 Atlantic Avenue, Atlantic City, New Jersey 08401, as more particularly described in the Agreement; and

WHEREAS, by letter dated March 22, 2021 the parties extended the Feasibility Period under the Agreement until April 26, 2021; and

WHEREAS, by letter dated April 26, 2021 counsel to Purchaser sent a letter to Seller terminating the Agreement ("**Termination Letter**"); and

WHEREAS, the Purchaser has agreed to withdrawal the Termination Letter and reinstate the Agreement provided that the parties amend the Agreement in accordance with the terms contained in this First Amendment.

NOW THEREFORE, in consideration of the foregoing, Seller and Purchaser hereby agree as follows:

- 1. Previously Defined Terms; Conflict. Each capitalized term not expressly defined in this First Amendment shall have the meaning ascribed thereto in the Agreement. All references to "this Agreement" in the Agreement or this First Amendment shall be deemed to mean the Agreement and this First Amendment inclusive. In the event of any conflict or inconsistency between the Agreement and this First Amendment, this First Amendment shall control.
- 2. <u>Purchase Price</u>. <u>Exhibit A</u> attached to the Agreement is hereby deleted in its entirely and replaced with <u>Exhibit A</u> attached to this First Amendment.
- 3. <u>Feasibility Period; Additional Deposit</u>. Purchaser acknowledges that the Feasibility Period, as set forth in Section 10.1 of the Agreement has expired. Purchaser has paid the Additional Earnest Money to Escrow Agent and the Earnest Money shall be immediately nonrefundable to Purchaser except as otherwise set forth in the Agreement.
- 4. <u>Withdrawal of Termination Letter</u>. Upon execution of this First Amendment by the parties, the Termination Letter is withdrawn by Purchaser and the Agreement is hereby reinstated and in full force and effect.

- 5. Extension of Outside Date for Issuance of Approval of Order. Section 7.1 of the Agreement is revised to delete "August 31, 2021" as the Outside Date, and replace it with "October 31, 2021" and to delete "October 29, 2021" as the Extension Period and replace it with "December 29, 2021."
- 6. **No Other Revisions to Agreement**. All other provisions of the Agreement which are not specifically amendment by this First Amendment shall remain the same and in full force and effect.
- 7. <u>Counterparts</u>. This First Amendment may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.
- 8. <u>No Defaults</u>. As of the date hereof, Seller has complied in all respects with the Agreement and there exists no default or event that with the passage of time would become a default by Seller under the Agreement.
- 9. <u>Release of Claims</u>. As a material part of the consideration for Seller's execution of this First Amendment, Purchaser does hereby unconditionally, irrevocably and unequivocally:
 - (a) acknowledge, agree and affirm that Purchaser does not possess any claims, defenses, offsets, or counterclaims of any kind or nature against or with respect to the Agreement or this Amendment (including any aspect of the negotiation or enforcement thereof) or any knowledge of any facts or circumstances that might give rise to or be the basis of any such claims, defenses, offsets, or counterclaims.
 - (b) release and forever discharge Seller and its past, present, and future members, directors, managers, officers, employees, attorneys, advisers, consultants, servicers, representatives or agents (collectively, the "Released Parties") from any and all existing, future, or potential liabilities, obligations, actions, claims, causes of action, suits, proceedings, demands, damages, costs and expenses of every kind whatsoever, whether known or unknown, arising from or relating to any alleged or actual act, omission, occurrence, or transaction prior to or the date of this Amendment (collectively, the "Claims and Liabilities").
 - (c) acknowledge that, subsequent to the execution of this Amendment, Purchaser may discover Claims and Liabilities that are now unknown to or unanticipated by it, including unknown or unanticipated Claims and Liabilities that may have materially affected the decision to execute this Agreement. Purchaser acknowledges that it is assuming the risk that such unknown or unanticipated Claims and Liabilities exist, and agree that the releases granted by Purchaser in this Agreement shall apply to and are effective with respect to all such Claims and Liabilities.
 - (d) acknowledge that Seller is specifically relying upon Purchaser's acknowledgments and agreements in this <u>Section 7</u> in executing this First Amendment,

Case 2:19-cv-17865-MCA-LDW Document 155-1 Filed 06/10/21 Page 77 of 123 PageID: 19105

and that in the absence of such agreements Seller would be unwilling to agree to this Amendment.

[no further text on this page]

NOW THEREFORE, the undersigned have executed this First Amendment as of the date first written above.

SELLER:

Colliers International NJ LLC, as Court-Appointed Receiver for the Property, Pursuant to the Receiver

Order

By:

Name: Richard J. Madison

Title: Executive Managing Director

PURCHASER:

ARGO Management LLC

Name: Aron Gottlieb

Title: Authorized Signatory

Signature Page
First Amendment to Agreement of Purchase and Sale
212, 214 & 225 Atlantic Avenue, Atlantic City, New Jersey

EXHIBIT A

OWNER, PROPERTY, PURCHASER, PURCHASE PRICE

Owner	Address	Purchaser	Purchase Price
Atlantic Norse, LLC	212, 214 and 225 Atlantic Avenue, Atlantic City, NJ	ARGO Management, LLC	\$1,900,000.00

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE FOR 212, 214 & 225 ATLANTIC AVENUE, ATLANTIC CITY, NEW JERSEY

THIS ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE (this "Assignment") made this <u>4</u> day of June, 2021, between ARGO MANAGEMENT LLC hereinafter referred to as "ASSIGNOR" and ARGO ATLANTIC LLC, hereinafter referred to as "ASSIGNEE".

WHEREAS, the Assignor has previously executed an Agreement of Purchase and Sale dated as of February 17, 2021, as amended by First Amendment to Agreement of Sale dated as of May 26, 2021 (jointly, the "Agreement"), (copies of which is incorporated herein by reference) for the purchase from Colliers International NJ LLC, as Court-Appointed Receiver for the Property Pursuant to the Receiver Order, as Seller, and Argo Management LLC as Purchaser for multi-family residential building(s) located at 212, 214 & 225 Atlantic Avenue, Atlantic City, New Jersey 08401 (the "Property"); and

WHEREAS, the Assignee has agreed to assume and be liable for all of the obligations of the Assignor pursuant to the terms and provisions of the Agreement; and

WHEREAS, by this Assignment, Assignor does hereby assign the Agreement to the Assignee, who agrees to accept said Assignment and agrees to be bound by all the terms and conditions of the Agreement as if it had originally executed the same as the Purchaser.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth the parties agree:

That the undersigned, as Assignor, does hereby assign all its rights, title and interest in the Agreement including any right it may have to the Earnest Money (as defined in Section 2.2(a)(i) of the Agreement), which has been previously deposited with Iconic Title Agency, LLC, the Escrow Agent, pursuant to terms of the Agreement and acknowledged by the "Escrow Agent Receipt Initial Earnest Money" and the Escrow Agent Receipt Additional Earnest Money", each as attachments to

the Agreement. Assignee understands and agrees that its rights to the Earnest Money (if any) are subject in all events to the terms and conditions of the Agreement.

- 2. The Assignor and Assignee agree, that as a condition precedent for this Assignment to be effective, that both parties assume on a joint and several basis all obligations and responsibilities due by the Purchaser to the Seller pursuant to the terms, covenants and conditions of the Agreement and under no circumstances is the Assignor released from its obligations under the Agreement by this Assignment.
- 3. The within Assignment shall be binding on the Assignor and Assignee upon the execution of this Assignment by both parties; and
- 4. Notwithstanding anything contained herein to the contrary, this Assignment shall not become fully effective until such time as same is approved by and signed by the Seller.

IN WITNESS WHEREOF, the parties have executed this Assignment of Purchase and Sale Agreement dated as of the date first written above.

ASSIGNOR

ARGO MANAGEMENT LLC

Eliezer Gottlieb, Authorized Signatory

ASSIGNEE

ARGO ATLANTIC LLC

Eliezer Gottlieb, Authorized

Signatory

The undersigned, being the Seller under the terms of the Agreement, hereby consents to the assignment of the Agreement to the Assignee the day and year first above written.

SELLER

Col	iers International NJ LLC, as
Cou	rt-Appointed Receiver for
the	Property Pursuant to the Receiver Orde

Ву:	#M	
Name:	Richard J. Madison	
Title:		

Exhibit B



212, 214, 225 Atlantic Avenue Atlantic Norse LLC

U.S. Bank National Ass'n v. Englewood Funding, LLC, et al.

Civil Action No. 19-cv-17865 (MCA) (LDW)

April 2021

PREPARED BY: Bryan Faulkner

704-413-6731

Bryan.Faulkner@colliers.com

Table of Contents

- 1. Statement of Case
- 2. Balance Sheet
- 3. Income Statement
- 4. Receipt Register
- 5. Check Register
- 6. Aged Receivables
- 7. Accounts Payable Aging
- 8. Rent Roll
- 9. Bank Reconciliation and Statement

<u>U.S. Bank Statement of the Case</u>: In this action, plaintiff U.S. Bank National Ass'n seeks to foreclose a commercial mortgage encumbering certain residential apartment buildings located throughout the State of New Jersey, as more particularly identified and described in the Schedule annexed to this Court's Order appointing Colliers International NJ LLC to serve as the Receiver for the properties at issue. The corporate borrowers deferred maintenance and other management responsibilities for these properties, creating profound and immediate issues for which this appointment was necessary. Due to an ongoing criminal investigation, the managing member for these entities (Seth Levine) refused to provide critical operating information or to otherwise assist with the Receiver's assumption of the management responsibilities necessary to stabilize these assets at the time of its appointment. This Inventory and Report is provided pursuant to the Court's Order.

212, 214 and 225 Atlantic Avenue (1704-nj)

Page 1

Balance Sheet

Period = Apr 2021

Book = Cash ; Tree = ysi_bs

		Current Balance
1000-0000	ASSETS	
1005-0000	CASH & EQUIVALENTS	
1020-0000	Cash-Operating	3,803.1
1099-9999	TOTAL CASH & EQUIVALENTS	3,803.11
1999-9999	TOTAL ASSETS	3,803.1
2000-0000	LIABILITY AND EQUITY	
3000-0000	EQUITY	
3100-0300	Funding from Loan Servicer	145,621.9
3800-0000	Current Year Earnings	2,772.8
3811-0000	Prior Year Retained Earnings	-144,591.6
3900-9999	TOTAL EQUITY	3,803.1
3999-9999	TOTAL LIABILITY & EQUITY	3,803.1

Case 2:19-cv-17865-MCA-LDW Document 150-1 Filed 06/10/21 Page 80 of 522 PageID:

212, 214 and 225 Atlantic Avenue (1704-nj)

19534

Page 1

Income Statement

Period = Apr 2021

Book = Cash; Tree = ysi_is Period to Date % Year to Date % 4001-0000 REVENUE 4005-0000 RENT 430.09 4006-0000 Prepaid Income 5.84 1,924.50 5.83 4110-0000 Rent 6,936.22 94.16 31,094.94 94.17 4299-4999 TOTAL RENT 7,366.31 100.00 33,019.44 100.00 4998-9999 **TOTAL REVENUE** 7,366.31 100.00 33,019.44 100.00 5000-0000 OPERATING EXPENSES RECOVERABLE EXPENSES 5001-0000 5002-0000 TAXES 5140-0000 Taxes Other 0.00 0.00 700.00 2.12 5142-0000 Permits and Taxes 0.00 0.00 3,000.00 9.09 5149-9999 TOTAL TAXES 0.00 0.00 3,700.00 11.21 5200-0000 UTILITIES 933.75 5205-0000 Electricity 12.68 2,671.16 8.09 5205-0001 Electricity - Bldg 1 0.00 0.00 220.92 0.67 5205-0002 Electricity - Bldg 2 0.00 0.00 3,763.55 11.40 5210-0000 0.00 0.00 961.99 2.91 5215-0002 Water - Bldg 2 1,827.23 24.81 1,827.23 5.53 5215-0003 Water - Bldg 3 1,680.75 22.82 1,680.75 5.09 5220-0000 Sewer 0.00 0.00 420.46 1.27 5230-0000 Refuse Removal 391.19 5.31 2,150.27 6.51 TOTAL UTILITIES 4.832.92 65.61 13.696.33 41.48 5249-9999 **ENGINEERING** 5250-0000 5255-0000 **Engineering Compensation** 0.00 0.00 531.30 1.61 5299-9999 TOTAL ENGINEERING 0.00 0.00 531.30 1.61 5550-0000 LANDSCAPING 0.00 0.00 5555-0000 Landscaping Contract 1,340.42 4.06 5599-9999 TOTAL LANDSCAPING 0.00 0.00 1,340.42 4.06 5650-0000 GEN BLDG REPAIR/MAINT. 5651-0000 Fire Protection Building 0.00 0.00 537.26 1.63 5680-0000 Pest Control 533.12 7.24 2,494.39 7.55 5699-9999 TOTAL GEN BLDG REPAIR/MAINT. 9.18 533.12 7.24 3,031.65

Case 2:19-cv-17865-MCA-LDW Document 150-1 Filed 06/10/21 Page 90 of 522 PageID: and 225 Atlantic Avenue (1704-nj) 19538

212, 214 and 225 Atlantic Avenue (1704-nj)

Page 2

Income Statement

Period = Apr 2021

Book = Cash : Tree = vsi is

Book = Cash	; Tree = ysi_is	Buda Lo Bata	۰,	Versite Bets	0/
		Period to Date	<u></u> %	Year to Date	<u>%</u>
5750-0000	LIFE SAFETY				
5755-0000	Life Safety - Alarm Contract	0.00	0.00	3,047.07	9.23
5755-0001	Life Safety - Monitoring	0.00	0.00	338.64	1.03
5799-9999	TOTAL LIFE SAFETY	0.00	0.00	3,385.71	10.25
5800-0000	MANAGEMENT/ADMIN				
5810-0000	Management Compensation	0.00	0.00	148.80	0.45
5845-0000	Telephone	32.13	0.44	78.03	0.24
5895-0000	Miscellaneous Operating Expense	0.00	0.00	65.60	0.20
5899-9999	TOTAL MANAGEMENT/ADMIN	32.13	0.44	292.43	0.89
5950-9999	TOTAL RECOVERABLE EXPENSES	5,398.17	73.28	25,977.84	78.67
6000-0000	NON-RECOVERABLE EXPENSES				
6200-0000	UTILITIES				
6210-0000	Gas	0.00	0.00	2,379.75	7.21
6249-9999	TOTAL UTILITIES	0.00	0.00	2,379.75	7.21
6650-0000	GENERAL BLDG RPR & MAINT				
6650-0600	Roofing	0.00	0.00	1,136.08	3.44
6699-9999	TOTAL GENERAL BLDG RPR & MAINT	0.00	0.00	1,136.08	3.44
6750-0000	FIRE/LIFE SAFETY				
6755-0000	Alarm Contract	0.00	0.00	613.23	1.86
6760-0000	Alarm Additional Service	0.00	0.00	139.68	0.42
6799-9999	TOTAL FIRE/LIFE SAFETY	0.00	0.00	752.91	2.28
6997-9999	TOTAL NON-RECOVERABLE EXPENSES	0.00	0.00	4,268.74	12.93
6998-9999	TOTAL OPERATING EXPENSES	5,398.17	73.28	30,246.58	91.60
6999-9999	NET OPERATING INCOME	1,968.14	26.72	2,772.86	8.40
9496-9999	NET INCOME	1,968.14	26.72	2,772.86	8.40

5/6/2021 12:32 PM

212, 214 and 225 Atlantic Avenue (1704-nj)

Receipt Register

For Period = Apr 2021

Control	Batch	Period	Date	Person	Property	Cash Acct	Account	Job Code	Interco	Amount	Reference	Check #	Notes
R-1268485	483342	04/2021	4/7/2021	Nilda Ramos(ramo1704)	212, 214 and 225 Atlantic Avenue(1704-nj)	1020-0000	4110-0000 Rent			525.00	2	27353963406	
					212, 214 and 225 Atlantic Avenue(1704-nj)	1020-0000	4006-0000 Prepaid Income			-262.50	2	27353963406	
D 1200400	402242	04/2021	4/7/2021	Abias Caraball and Budalah Caraball(sanua1704)	212 214 and 225 Attentio Account (1704 mi)	1020 0000	4006 0000 Present Income			0.00	_	122	
R-1268486	463342	04/2021	4/7/2021	Alvira Campbell and Rudolph Campbell(camp1704)	212, 214 and 225 Atlantic Avenue(1704-nj) 212, 214 and 225 Atlantic Avenue(1704-nj)	1020-0000 1020-0000	4006-0000 Prepaid Income 4110-0000 Rent			0.09 564.72		332 332	
					ZIZ, ZI i dila ZZS / daliac / Weilac(170 i ilj)	1020 0000	1110 0000 Rent			301.72	•	.52	
R-1270011	484006	04/2021	4/9/2021	Cindy Lopez(cind1704)	212, 214 and 225 Atlantic Avenue(1704-nj)	1020-0000	4110-0000 Rent			550.00	1	9250527926	
R-1270012	484006	04/2021	4/9/2021	Roberto Morales(mora1704)	212, 214 and 225 Atlantic Avenue(1704-nj)	1020-0000	4110-0000 Rent			550.00	2	27119341675	
R-1271013	101101	04/2021	4/12/2021	Mayra Hornandoz(mayr1704)	212, 214 and 225 Atlantic Avanua(1704 ni)	1020-0000	4110-0000 Rent			500.00		9250590266	
K-12/1013	404404	04/2021	4/13/2021	Mayra Hernandez(mayr1704)	212, 214 and 225 Atlantic Avenue(1704-nj)	1020-0000	4110-0000 Rent			300.00	,	19230390200	
R-1271015	484484	04/2021	4/13/2021	Mayra Hernandez(mayr1704)	212, 214 and 225 Atlantic Avenue(1704-nj)	1020-0000	4110-0000 Rent			150.00	1	9250590267	
R-1271016	484484	04/2021	4/13/2021	Eddie Rodriguez(erid1704)	212, 214 and 225 Atlantic Avenue(1704-nj)	1020-0000	4110-0000 Rent			600.00	1	.33	
D 1271020	404404	04/2021	4/12/2021	Marsia Padriana (marsi 704)	212 214 and 225 Attentio Account (1704 mi)	1020 0000	4110 0000 Park			350.00		0250500126	
R-1271028	404404	04/2021	4/13/2021	Marvin Rodriguez(mar1704)	212, 214 and 225 Atlantic Avenue(1704-nj)	1020-0000	4110-0000 Rent			350.00	1	19250590136	
R-1271032	484484	04/2021	4/13/2021	Marvin Rodriguez(mar1704)	212, 214 and 225 Atlantic Avenue(1704-nj)	1020-0000	4110-0000 Rent			500.00	1	9250590135	
R-1271530	484659	04/2021	4/14/2021	Sharon Cowan(shar1704)	212, 214 and 225 Atlantic Avenue(1704-nj)	1020-0000	4110-0000 Rent			189.00	1	9250590315	
R-1271533	404650	04/2021	4/14/2021	Sharon Cowan(shar1704)	212, 214 and 225 Atlantic Avenue(1704-nj)	1020-0000	4110-0000 Rent			500.00		9250590314	
K-12/1555	404033	04/2021	4/14/2021	Silaion Cowan(Silai 1704)	212, 214 and 225 Additic Avenue(1704-11)	1020-0000	4110-0000 Rent			300.00	,	19230390314	
R-1273072	485307	04/2021	4/19/2021	Bethaida Campos(cam1704)	212, 214 and 225 Atlantic Avenue(1704-nj)	1020-0000	4006-0000 Prepaid Income			700.00	2	27237953586	
R-1274771	486122	04/2021	4/26/2021	Gladis Lee(lee1704)	212, 214 and 225 Atlantic Avenue(1704-nj)	1020-0000	4110-0000 Rent			700.00	2	202	
D 1274772	406122	04/2021	4/26/2021	Cladia Lag/Log1704)	212 214 and 225 Atlantic Avanua/1704 mi	1020-0000	4110 0000 Dont			700.00		101	
R-1274772	400122	04/2021	4/20/2021	Gladis Lee(lee1704)	212, 214 and 225 Atlantic Avenue(1704-nj)	1020-0000	4110-0000 Rent			700.00	2	201	
R-1274789	486143	04/2021	4/23/2021	Betulia Rodriguez(rodr1704)	212, 214 and 225 Atlantic Avenue(1704-nj)	1020-0000	4110-0000 Rent			50.00	1	9234696895	
R-1274791	486143	04/2021	4/23/2021	Betulia Rodriguez(rodr1704)	212, 214 and 225 Atlantic Avenue(1704-nj)	1020-0000	4110-0000 Rent			500.00	1	9234696894	
R-1281063	488382	04/2021	4/30/2021	Betulia Rodriguez(rodr1704)	212, 214 and 225 Atlantic Avenue(1704-nj) 212, 214 and 225 Atlantic Avenue(1704-nj)	1020-0000 1020-0000	4110-0000 Rent 4006-0000 Prepaid Income			7.50 -7.50		Apply Apply	
					212, 217 and 223 Additic Avenue(1704-fij)	1020-0000	-1000-0000 Frepalu Ilicome			-7.30	,	אוא	
R-1281069	488386	04/2021	4/30/2021	David Hernandez(hern1704)	212, 214 and 225 Atlantic Avenue(1704-nj)	1020-0000	4110-0000 Rent			748.00	A	Apply	
					212, 214 and 225 Atlantic Avenue(1704-nj)	1020-0000	4110-0000 Rent			-748.00	A	Apply	
									Total	7,366.31			

5/6/2021 1:02 PM

212, 214 and 225 Atlantic Avenue (1704-nj)

Check Register

For Period = Apr 2021

Control	Batch	Period	Date	Person	Property	Account	Job Code Interco	Amount F	Reference Notes
K-1415724		04/2021	4/6/2021	STATE OF NEW JERSEY (stat662)	212, 214 and 225 Atlantic Avenue(1704-nj)	5142-0000 Permits and Taxes		-2,000.00 37	7
K-1415732	286732	04/2021	4/6/2021	STATE OF NEW JERSEY (stat662)	212, 214 and 225 Atlantic Avenue(1704-nj)	5142-0000 Permits and Taxes		2,000.00 40	0621
K-1417923	287225	04/2021	4/9/2021	Cooper Pest Solutions, Inc. (coop351)	212, 214 and 225 Atlantic Avenue(1704-nj)	5680-0000 Pest Control		133.28 37	01/20/21 service and inspection
K-1417924	287225	04/2021	4/9/2021	Cooper Pest Solutions, Inc. (coop351)	212, 214 and 225 Atlantic Avenue(1704-nj)	5680-0000 Pest Control		133.28 37	79 01/26/21 Bug Surcharge
K-1417925	287225	04/2021	4/9/2021	Cooper Pest Solutions, Inc. (coop351)	212, 214 and 225 Atlantic Avenue(1704-nj)	5680-0000 Pest Control		133.28 38	12/12/20 to 01/12/21 inspections
K-1417926	287225	04/2021	4/9/2021	Cooper Pest Solutions, Inc. (coop351)	212, 214 and 225 Atlantic Avenue(1704-nj)	5680-0000 Pest Control		133.28 38	01/26/21 bedbugs surcharge
K-1417927	287225	04/2021	4/9/2021	Waste Management of New Jersey, Inc. (wastenj)	212, 214 and 225 Atlantic Avenue(1704-nj)	5230-0000 Refuse Removal		380.96 38	03/18/21 2yards dumpster service pick-up
K-1420037	287757	04/2021	4/15/2021	ATLANTIC CITY MUNICIPAL UTILITIES AUTH. (atcit18)	212, 214 and 225 Atlantic Avenue(1704-nj)	5205-0000 Electricity		933.75 38	04/04/21 utilities
K-1420038	287757	04/2021	4/15/2021	ATLANTIC CITY MUNICIPAL UTILITIES AUTH. (atcit18)	212, 214 and 225 Atlantic Avenue(1704-nj)	5215-0002 Water - Bldg 2		1,827.23 38	04/04/21 water conservation building usage
K-1420039	287757	04/2021	4/15/2021	Verizon Wireless (veri408)	212, 214 and 225 Atlantic Avenue(1704-nj)	5845-0000 Telephone		16.11 38	02/24-03/23/21 - TELEPHONE
K-1420040	287757	04/2021	4/15/2021	Verizon Wireless (veri408)	212, 214 and 225 Atlantic Avenue(1704-nj)	4840-0000 Telephone		16.02 38	26 1/24-2/23/21 - Telephone
K-1422927	288439	04/2021	4/21/2021	ATLANTIC CITY MUNICIPAL UTILITIES AUTH. (atcit18)	212, 214 and 225 Atlantic Avenue(1704-nj)	5215-0003 Water - Bldg 3		1,680.75 38	04/04/21 building water utilities charge
K-1425992	289254	04/2021	4/30/2021	Waste Management of New Jersey, Inc. (wastenj)	212, 214 and 225 Atlantic Avenue(1704-nj)	5230-0000 Refuse Removal	Total	10.23 38 5,398.17	04/02/21 temp roll off dumpster service

Property	Customer Lease	Status	Tran#	Charge	Date	Month	Current	0-30	31-60	61-90	Over	Pre-	Tota
				Code			Owed	Owed	Owed	Owed	90 Owed	payments	Owed
	nd 225 Atlantic Avenue (1704-nj)	.=o.4\											
	pbell and Rudolph Campbell (camp1		_	_		1							
1704-nj	Alvira Campbell and Rudolph Campbell	Current	R- 1207447	Prepay	11/10/2020	11/2020	0.00	0.00	0.00	0.00	0.00	-0.09	-0.09
1704-nj	Alvira Campbell and Rudolph Campbell	Current	R- 1217655	Prepay	12/07/2020	12/2020	0.00	0.00	0.00	0.00	0.00	-0.09	-0.09
1704-nj	Alvira Campbell and Rudolph Campbell	Current	R- 1234955	Prepay	01/20/2021	01/2021	0.00	0.00	0.00	0.00	0.00	-0.09	-0.09
1704-nj	Alvira Campbell and Rudolph Campbell	Current	R- 1246371	Prepay	02/17/2021	02/2021	0.00	0.00	0.00	0.00	0.00	-0.09	-0.09
1704-nj	Alvira Campbell and Rudolph Campbell	Current	R- 1255359	Prepay	03/09/2021	03/2021	0.00	0.00	0.00	0.00	0.00	-0.09	-0.09
1704-nj	Alvira Campbell and Rudolph Campbell	Current	R- 1268486	Prepay	04/07/2021	04/2021	0.00	0.00	0.00	0.00	0.00	-0.09	-0.09
	Alvira Campbell and Rudolph Campbell						0.00	0.00	0.00	0.00	0.00	-0.54	-0.54
Anita Trono	cosco (tron1704)												
1704-nj	Anita Troncosco	Current	C- 2198745	rent	10/01/2019	02/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj	Anita Troncosco	Current	C- 2198746	rent	11/01/2019	02/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj	Anita Troncosco	Current	C- 2198747	rent	12/01/2019	02/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj	Anita Troncosco	Current	C- 2198748	rent	01/01/2020	02/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj	Anita Troncosco	Current	C- 2198749	rent	02/01/2020	02/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj	Anita Troncosco	Current	C- 2203508	rent	03/01/2020	03/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj	Anita Troncosco	Current	C- 2202929	rent	04/01/2020	04/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj	Anita Troncosco	Current	C- 2230780	rent	05/01/2020	05/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj	Anita Troncosco	Current	C- 2259978	rent	06/01/2020	06/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj	Anita Troncosco	Current	C- 2287109	rent	07/01/2020	07/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj	Anita Troncosco	Current	C- 2323385	rent	08/01/2020	08/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj	Anita Troncosco	Current	C- 2338608	rent	09/01/2020	09/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj	Anita Troncosco	Current	C- 2363787	rent	10/01/2020	10/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj	Anita Troncosco	Current	C- 2395145	rent	11/01/2020	11/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj	Anita Troncosco	Current	C- 2416444	rent	12/01/2020	12/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00

Property	Customer	Lease	Status	Tran#	Charge	Date	Month	Current	0-30	31-60	61-90	Over	Pre-	Tota
•					Code			Owed	Owed	Owed	Owed	90 Owed	payments	Owe
1704-nj		Anita Troncosco	Current	C- 2446734	rent	01/01/2021	01/2021	500.00	0.00	0.00	0.00	500.00	0.00	500.0
1704-nj		Anita Troncosco	Current	C- 2463896	rent	02/01/2021	02/2021	500.00	0.00	0.00	500.00	0.00	0.00	500.0
1704-nj		Anita Troncosco	Current	C- 2491221	rent	03/01/2021	03/2021	500.00	0.00	500.00	0.00	0.00	0.00	500.0
1704-nj		Anita Troncosco	Current	C- 2520895	rent	04/01/2021	04/2021	500.00	500.00	0.00	0.00	0.00	0.00	500.0
		Anita Troncosco						9,500.00	500.00	500.00	500.00	8,000.00	0.00	9,500.0
										·			·	
Bethaida C	Campos (can	m1704)												
1704-nj		Bethaida Campos	Current	R- 1246357	Prepay	02/17/2021	02/2021	0.00	0.00	0.00	0.00	0.00	-700.00	-700.00
1704-nj		Bethaida Campos	Current	R- 1258833	Prepay	03/15/2021	03/2021	0.00	0.00	0.00	0.00	0.00	-700.00	-700.00
1704-nj		Bethaida Campos	Current	R- 1273072	Prepay	04/19/2021	04/2021	0.00	0.00	0.00	0.00	0.00	-700.00	-700.00
		Bethaida Campos						0.00	0.00	0.00	0.00	0.00	-2,100.00	-2,100.0
										·				
Betulia Ro	driguez (rod	r1704)												
1704-nj		Betulia Rodriguez	Current	R- 1263560	Prepay	03/30/2021	03/2021	0.00	0.00	0.00	0.00	0.00	-455.00	-455.00
1704-nj		Betulia Rodriguez	Current	R- 1263564	Prepay	03/30/2021	03/2021	0.00	0.00	0.00	0.00	0.00	-50.00	-50.00
		Betulia Rodriguez						0.00	0.00	0.00	0.00	0.00	-505.00	-505.00
Carmen M	ercado (mer	rc1704)												
1704-nj		Carmen Mercado	Past	R- 1207432	Prepay	11/10/2020	11/2020	0.00	0.00	0.00	0.00	0.00	-600.00	-600.00
1704-nj		Carmen Mercado	Past	R- 1210194	Prepay	11/18/2020	11/2020	0.00	0.00	0.00	0.00	0.00	-400.00	-400.00
		Carmen Mercado						0.00	0.00	0.00	0.00	0.00	-1,000.00	-1,000.00
	ledina (medi	· ·	1-				T T							
1704-nj		Carolina Medina	Current	C- 2198705	rent	10/01/2019	02/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		Carolina Medina	Current	C- 2446728	rent	01/01/2021	01/2021	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		Carolina Medina	Current	C- 2463890	rent	02/01/2021	02/2021	700.00	0.00	0.00	700.00	0.00	0.00	700.00
1704-nj		Carolina Medina	Current	C- 2491215	rent	03/01/2021	03/2021	700.00	0.00	700.00	0.00	0.00	0.00	700.00
1704-nj		Carolina Medina	Current	C- 2520889	rent	04/01/2021	04/2021	700.00	700.00	0.00	0.00	0.00	0.00	700.00
		Carolina Medina						3,500.00	700.00	700.00	700.00	1,400.00	0.00	3,500.00

Aging Detail

DB Caption: USA LIVE 7s Property: 1704-nj Odd/2021

DB Caption: USA LIVE 7s Property: 1704-nj Odd/2021

Case 2:19-cv-17865-MCA-LDW Document 150-1
19520

19520

Age As Of: 04/30/2021 Post To:

04/2021					101									
Property	Customer	Lease	Status	Tran#	Charge Code	Date	Month	Current Owed	0-30 Owed	31-60 Owed	61-90 Owed	Over 90 Owed	Pre- payments	Total Owed
1704-nj		Cindy Lopez	Current	R- 1255361	Prepay	03/09/2021	03/2021	0.00	0.00	0.00	0.00	0.00	-75.00	-75.00
1704-nj		Cindy Lopez	Current	R- 1255362	Prepay	03/09/2021	03/2021	0.00	0.00	0.00	0.00	0.00	-475.00	-475.00
		Cindy Lopez						0.00	0.00	0.00	0.00	0.00	-550.00	-550.00
David Herr	nandez (herr	1704)												
1704-nj		David Hernandez	Current	C- 2198731	rent	11/01/2019	02/2020	16.00	0.00	0.00	0.00	16.00	0.00	16.00
1704-nj		David Hernandez	Current	C- 2463885	rent	02/01/2021	02/2021	748.00	0.00	0.00	748.00	0.00	0.00	748.00
1704-nj		David Hernandez	Current	C- 2491210	rent	03/01/2021	03/2021	748.00	0.00	748.00	0.00	0.00	0.00	748.00
1704-nj		David Hernandez	Current	C- 2520884	rent	04/01/2021	04/2021	748.00	748.00	0.00	0.00	0.00	0.00	748.00
		David Hernandez						2,260.00	748.00	748.00	748.00	16.00	0.00	2,260.00
Diana Mor	aces (dia170	04)												
1704-nj		Diana Moraces	Current	C- 2198670	rent	10/01/2019	02/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj		Diana Moraces	Current	C- 2198671	rent	11/01/2019	02/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj		Diana Moraces	Current	C- 2198672	rent	12/01/2019	02/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj		Diana Moraces	Current	C- 2258467	rent	01/01/2020	05/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
		Diana Moraces						2,200.00	0.00	0.00	0.00	2,200.00	0.00	2,200.00
Eddie Rod	riguez (erid1													
1704-nj		Eddie Rodriguez	Current	C- 2395138	rent	11/01/2020	11/2020	600.00	0.00	0.00	0.00	600.00	0.00	600.00
1704-nj		Eddie Rodriguez	Current	C- 2416437	rent	12/01/2020	12/2020	600.00	0.00	0.00	0.00	600.00	0.00	600.00
1704-nj		Eddie Rodriguez	Current	C- 2463889	rent	02/01/2021	02/2021	600.00	0.00	0.00	600.00	0.00	0.00	600.00
		Eddie Rodriguez						1,800.00	0.00	0.00	600.00	1,200.00	0.00	1,800.00
Eliezer Mo	rales Jr (em	or1704)												
1704-nj		Eliezer Morales Jr	Current	C- 2198765	rent	10/01/2019	02/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj		Eliezer Morales Jr	Current	C- 2198766	rent	11/01/2019	02/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj		Eliezer Morales Jr	Current	C- 2198767	rent	12/01/2019	02/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj		Eliezer Morales Jr	Current	C- 2198768	rent	01/01/2020	02/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00

DB Caption: USA LIVE 7s	Property: 1704-nj	Status: Current, Past, Future	All Selected Accounts	Age As Of: 04/30/2021	Post To:
04/2021					

Property	Customer Lease	Status	Tran#	Charge	Date	Month	Current	0-30	31-60	61-90	Over	Pre-	Tota
•				Code			Owed	Owed	Owed	Owed	90 Owed	payments	Owed
1704-nj	Eliezer Morales Jr	Current	C- 2198769	rent	02/01/2020	02/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj	Eliezer Morales Jr	Current	C- 2203510	rent	03/01/2020	03/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj	Eliezer Morales Jr	Current	C- 2202931	rent	04/01/2020	04/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj	Eliezer Morales Jr	Current	C- 2230782	rent	05/01/2020	05/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj	Eliezer Morales Jr	Current	C- 2259980	rent	06/01/2020	06/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj	Eliezer Morales Jr	Current	C- 2287111	rent	07/01/2020	07/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj	Eliezer Morales Jr	Current	C- 2323387	rent	08/01/2020	08/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj	Eliezer Morales Jr	Current	C- 2338610	rent	09/01/2020	09/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj	Eliezer Morales Jr	Current	C- 2363789	rent	10/01/2020	10/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj	Eliezer Morales Jr	Current	C- 2395147	rent	11/01/2020	11/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj	Eliezer Morales Jr	Current	C- 2416446	rent	12/01/2020	12/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj	Eliezer Morales Jr	Current	C- 2446736	rent	01/01/2021	01/2021	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj	Eliezer Morales Jr	Current	C- 2463898	rent	02/01/2021	02/2021	550.00	0.00	0.00	550.00	0.00	0.00	550.00
1704-nj	Eliezer Morales Jr	Current	C- 2491223	rent	03/01/2021	03/2021	550.00	0.00	550.00	0.00	0.00	0.00	550.00
1704-nj	Eliezer Morales Jr	Current	C- 2520897	rent	04/01/2021	04/2021	550.00	550.00	0.00	0.00	0.00	0.00	550.00
	Eliezer Morales Jr						10,450.00	550.00	550.00	550.00	8,800.00	0.00	10,450.00
Gladve Car	tagena (cart1704)												
1704-nj	Gladys Cartagena	Current	C- 2198690	rent	10/01/2019	02/2020	769.63	0.00	0.00	0.00	769.63	0.00	769.63
	Gladys Cartagena						769.63	0.00	0.00	0.00	769.63	0.00	769.63
	. (
-	by (cros1704)				1.2/2./22./2	la=/aaa							
1704-nj	Graig Crosby	Current	C- 2258308	rent	10/01/2019	05/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj	Graig Crosby	Current	C- 2258309	rent	11/01/2019	05/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
	Graig Crosby						1,400.00	0.00	0.00	0.00	1,400.00	0.00	1,400.00
Jennifer Ro	odriguez (jrod1704)												
1704-nj	Jennifer Rodriguez	Past	C- 2198655	rent	10/01/2019	02/2020	770.53	0.00	0.00	0.00	770.53	0.00	770.53

Aging Detail

DB Caption: USA LIVE 7s Property: 1704-nj Odd/2021

DS Case 2:19-cv-17865-MCA-LDW Document 150-1
19522

19522

Age As Of: 04/30/2021 Post To:

Property	Customer Le	ease	Status	Tran#	Charge	Date	Month	Current	0-30	31-60	61-90	Over	Pre-	Tota
					Code			Owed	Owed	Owed	Owed	90 Owed	payments	Owe
1704-nj	Je	ennifer Rodriguez	Past	C- 2198656	rent	11/01/2019	02/2020	770.53	0.00	0.00	0.00	770.53	0.00	770.53
1704-nj	Je	ennifer Rodriguez	Past	C- 2198657	rent	12/01/2019	02/2020	770.53	0.00	0.00	0.00	770.53	0.00	770.53
1704-nj	Je	ennifer Rodriguez	Past	C- 2198658	rent	01/01/2020	02/2020	770.53	0.00	0.00	0.00	770.53	0.00	770.53
1704-nj	Je	ennifer Rodriguez	Past	C- 2198659	rent	02/01/2020	02/2020	770.53	0.00	0.00	0.00	770.53	0.00	770.53
1704-nj	Je	ennifer Rodriguez	Past	C- 2203501	rent	03/01/2020	03/2020	770.53	0.00	0.00	0.00	770.53	0.00	770.53
1704-nj	Je	ennifer Rodriguez	Past	C- 2202922	rent	04/01/2020	04/2020	770.53	0.00	0.00	0.00	770.53	0.00	770.53
1704-nj	Je	ennifer Rodriguez	Past	C- 2230773	rent	05/01/2020	05/2020	770.53	0.00	0.00	0.00	770.53	0.00	770.53
1704-nj	Je	ennifer Rodriguez	Past	C- 2259971	rent	06/01/2020	06/2020	770.53	0.00	0.00	0.00	770.53	0.00	770.53
1704-nj	Je	ennifer Rodriguez	Past	C- 2287104	rent	07/01/2020	07/2020	770.53	0.00	0.00	0.00	770.53	0.00	770.53
1704-nj	Je	ennifer Rodriguez	Past	C- 2323381	rent	08/01/2020	08/2020	770.53	0.00	0.00	0.00	770.53	0.00	770.53
1704-nj	Je	ennifer Rodriguez	Past	C- 2338603	rent	09/01/2020	09/2020	770.53	0.00	0.00	0.00	770.53	0.00	770.53
1704-nj	Je	ennifer Rodriguez	Past	C- 2363782	rent	10/01/2020	10/2020	770.53	0.00	0.00	0.00	770.53	0.00	770.53
1704-nj	Je	ennifer Rodriguez	Past	C- 2395140	rent	11/01/2020	11/2020	770.53	0.00	0.00	0.00	770.53	0.00	770.53
1704-nj	Je	ennifer Rodriguez	Past	C- 2416439	rent	12/01/2020	12/2020	770.53	0.00	0.00	0.00	770.53	0.00	770.53
1704-nj	Je	ennifer Rodriguez	Past	C- 2446729	rent	01/01/2021	01/2021	770.53	0.00	0.00	0.00	770.53	0.00	770.53
1704-nj	Je	ennifer Rodriguez	Past	C- 2463891	rent	02/01/2021	02/2021	770.53	0.00	0.00	770.53	0.00	0.00	770.53
1704-nj	Je	ennifer Rodriguez	Past	C- 2491216	rent	03/01/2021	03/2021	770.53	0.00	770.53	0.00	0.00	0.00	770.53
1704-nj	Je	ennifer Rodriguez	Past	C- 2520890	rent	04/01/2021	04/2021	770.53	770.53	0.00	0.00	0.00	0.00	770.53
	Je	ennifer Rodriguez						14,640.07	770.53	770.53	770.53	12,328.48	0.00	14,640.07
	les (mor1704)													
1704-nj		ose Morales	Current	C- 2198700	rent	10/01/2019	02/2020	890.56	0.00	0.00	0.00	890.56	0.00	890.56
1704-nj		ose Morales	Current	2198701	rent	11/01/2019		890.56	0.00	0.00	0.00	890.56	0.00	890.56
1704-nj		ose Morales	Current	C- 2198702	rent	12/01/2019		890.56	0.00	0.00	0.00	890.56	0.00	890.56
1704-nj		ose Morales	Current	C- 2198703	rent	01/01/2020	02/2020	890.56	0.00	0.00	0.00	890.56	0.00	890.56
	Jo	ose Morales		1				3,562.24	0.00	0.00	0.00	3,562.24	0.00	3,562.24

Aging Detail

DB Caption: USA LIVE 7s Property: 1704-nj Odd/2021

Case 2:19-cv-17865-MCA-LDW Document 150-1
19526

19526

Age As Of: 04/30/2021 Post To:

Property	Customer	Lease	Status	Tran#	Charge Code	Date	Month	Current Owed	0-30 Owed	31-60 Owed	61-90 Owed	Over 90 Owed	Pre-	Total Owed
Incomb Do	alermo (pale	1704)			Code			Oweu	Owed	Oweu	Owed	90 Owed	payments	Owed
1704-nj	aleitilo (pale	Joseph Palermo	Current	C-	rent	10/01/2019	05/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-11		Joseph Paleillio	Current	2258314	Tent	10/01/2019	05/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj		Joseph Palermo	Current	C- 2258315	rent	11/01/2019	05/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj		Joseph Palermo	Current	C- 2258316	rent	12/01/2019	05/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj		Joseph Palermo	Current	C- 2258317	rent	01/01/2020	05/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj		Joseph Palermo	Current	C- 2258318	rent	02/01/2020	05/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
		Joseph Palermo						2,750.00	0.00	0.00	0.00	2,750.00	0.00	2,750.00
Joseph Sr	nalley (smal	1704)												
1704-nj		Joseph Smalley	Current	C- 2198665	rent	10/01/2019	02/2020	565.06	0.00	0.00	0.00	565.06	0.00	565.06
1704-nj		Joseph Smalley	Current	C- 2198666	rent	11/01/2019	02/2020	565.06	0.00	0.00	0.00	565.06	0.00	565.06
1704-nj		Joseph Smalley	Current	C- 2198667	rent	12/01/2019	02/2020	565.06	0.00	0.00	0.00	565.06	0.00	565.06
1704-nj		Joseph Smalley	Current	C- 2198668	rent	01/01/2020	02/2020	565.06	0.00	0.00	0.00	565.06	0.00	565.06
1704-nj		Joseph Smalley	Current	C- 2198669	rent	02/01/2020	02/2020	565.06	0.00	0.00	0.00	565.06	0.00	565.06
1704-nj		Joseph Smalley	Current	C- 2203504	rent	03/01/2020	03/2020	565.06	0.00	0.00	0.00	565.06	0.00	565.06
1704-nj		Joseph Smalley	Current	C- 2202925	rent	04/01/2020	04/2020	565.06	0.00	0.00	0.00	565.06	0.00	565.06
1704-nj		Joseph Smalley	Current	C- 2230776	rent	05/01/2020	05/2020	565.06	0.00	0.00	0.00	565.06	0.00	565.06
1704-nj		Joseph Smalley	Current	C- 2259974	rent	06/01/2020	06/2020	565.06	0.00	0.00	0.00	565.06	0.00	565.06
1704-nj		Joseph Smalley	Current	C- 2287106	rent	07/01/2020	07/2020	565.06	0.00	0.00	0.00	565.06	0.00	565.06
1704-nj		Joseph Smalley	Current	C- 2323383	rent	08/01/2020	08/2020	565.06	0.00	0.00	0.00	565.06	0.00	565.06
1704-nj		Joseph Smalley	Current	C- 2338605	rent	09/01/2020	09/2020	565.06	0.00	0.00	0.00	565.06	0.00	565.06
1704-nj		Joseph Smalley	Current	C- 2363784	rent	10/01/2020	10/2020	565.06	0.00	0.00	0.00	565.06	0.00	565.06
1704-nj		Joseph Smalley	Current	C- 2395142	rent	11/01/2020	11/2020	565.06	0.00	0.00	0.00	565.06	0.00	565.06
1704-nj		Joseph Smalley	Current	C- 2416441	rent	12/01/2020	12/2020	565.06	0.00	0.00	0.00	565.06	0.00	565.06
1704-nj		Joseph Smalley	Current	C- 2446731	rent	01/01/2021	01/2021	565.06	0.00	0.00	0.00	565.06	0.00	565.06
1704-nj		Joseph Smalley	Current	C- 2463893	rent	02/01/2021	02/2021	565.06	0.00	0.00	565.06	0.00	0.00	565.06

04/2021 Property	Customer	Lease	Status	Tran#	Charge	Date	Month	Current	0-30	31-60	61-90	Over	Pre-	Tota
					Code			Owed	Owed	Owed	Owed	90 Owed	payments	Owe
1704-nj		Joseph Smalley	Current	C- 2491218	rent	03/01/2021	03/2021	565.06	0.00	565.06	0.00	0.00	0.00	565.06
1704-nj		Joseph Smalley	Current	C- 2520892	rent	04/01/2021	04/2021	565.06	565.06	0.00	0.00	0.00	0.00	565.06
		Joseph Smalley						10,736.14	565.06	565.06	565.06	9,040.96	0.00	10,736.14
Juan Rebo	lledo (robo1			_										
1704-nj		Juan Rebolledo	Current	C- 2198757	rent	12/01/2019	02/2020	150.00	0.00	0.00	0.00	150.00	0.00	150.00
1704-nj		Juan Rebolledo	Current	C- 2198758	rent	01/01/2020	02/2020	100.00	0.00	0.00	0.00	100.00	0.00	100.00
1704-nj		Juan Rebolledo	Current	C- 2198759	rent	02/01/2020	02/2020	100.00	0.00	0.00	0.00	100.00	0.00	100.00
1704-nj		Juan Rebolledo	Current	C- 2230781	rent	05/01/2020	05/2020	850.00	0.00	0.00	0.00	850.00	0.00	850.00
1704-nj		Juan Rebolledo	Current	C- 2259979	rent	06/01/2020	06/2020	850.00	0.00	0.00	0.00	850.00	0.00	850.00
1704-nj		Juan Rebolledo	Current	C- 2287110	rent	07/01/2020	07/2020	850.00	0.00	0.00	0.00	850.00	0.00	850.00
1704-nj		Juan Rebolledo	Current	C- 2363788	rent	10/01/2020	10/2020	850.00	0.00	0.00	0.00	850.00	0.00	850.00
1704-nj		Juan Rebolledo	Current	C- 2395146	rent	11/01/2020	11/2020	850.00	0.00	0.00	0.00	850.00	0.00	850.00
1704-nj		Juan Rebolledo	Current	C- 2416445	rent	12/01/2020	12/2020	850.00	0.00	0.00	0.00	850.00	0.00	850.00
1704-nj		Juan Rebolledo	Current	C- 2446735	rent	01/01/2021	01/2021	850.00	0.00	0.00	0.00	850.00	0.00	850.00
1704-nj		Juan Rebolledo	Current	C- 2463897	rent	02/01/2021	02/2021	850.00	0.00	0.00	850.00	0.00	0.00	850.00
1704-nj		Juan Rebolledo	Current	C- 2491222	rent	03/01/2021	03/2021	850.00	0.00	850.00	0.00	0.00	0.00	850.00
1704-nj		Juan Rebolledo	Current	C- 2520896	rent	04/01/2021	04/2021	850.00	850.00	0.00	0.00	0.00	0.00	850.00
		Juan Rebolledo		2020000				8,850.00	850.00	850.00	850.00	6,300.00	0.00	8,850.00
Julissa Bel	kis (belk170													
1704-nj		Julissa Belkis	Current	C- 2285147	rent	11/01/2019	06/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		Julissa Belkis	Current	C- 2285148	rent	12/01/2019	06/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		Julissa Belkis	Current	C- 2285151	rent	03/01/2020	06/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		Julissa Belkis	Current	C- 2285154	rent	06/01/2020	06/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		Julissa Belkis	Current	C- 2287099	rent	07/01/2020	07/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		Julissa Belkis	Current	C- 2323379	rent	08/01/2020	08/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00

04/2021														
Property	Customer	Lease	Status	Tran#	Charge Code	Date	Month	Current Owed	0-30 Owed	31-60 Owed	61-90 Owed	Over 90 Owed	Pre- payments	Tota Owe
1704-nj		Julissa Belkis	Current	C- 2338598	rent	09/01/2020	09/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		Julissa Belkis	Current	C- 2363777	rent	10/01/2020	10/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		Julissa Belkis	Current	C- 2395135	rent	11/01/2020	11/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		Julissa Belkis	Current	C- 2416434	rent	12/01/2020	12/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		Julissa Belkis	Current	C- 2446724	rent	01/01/2021	01/2021	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		Julissa Belkis	Current	C- 2463886	rent	02/01/2021	02/2021	700.00	0.00	0.00	700.00	0.00	0.00	700.00
1704-nj		Julissa Belkis	Current	C- 2491211	rent	03/01/2021	03/2021	700.00	0.00	700.00	0.00	0.00	0.00	700.00
1704-nj		Julissa Belkis	Current	C- 2520885	rent	04/01/2021	04/2021	700.00	700.00	0.00	0.00	0.00	0.00	700.00
		Julissa Belkis						9,800.00	700.00	700.00	700.00	7,700.00	0.00	9,800.00
Lamonte I	Laurence Ch	iles (chil1704)												
1704-nj		Lamonte Laurence Chiles	Current	C- 2395131	rent	11/01/2020	11/2020	536.79	0.00	0.00	0.00	536.79	0.00	536.79
1704-nj		Lamonte Laurence Chiles		C- 2416430	rent	12/01/2020	12/2020	536.79	0.00	0.00	0.00	536.79	0.00	536.79
1704-nj		Lamonte Laurence Chiles	Current	C- 2446720	rent	01/01/2021	01/2021	536.79	0.00	0.00	0.00	536.79	0.00	536.79
1704-nj		Lamonte Laurence Chiles	Current	C- 2463882	rent	02/01/2021	02/2021	536.79	0.00	0.00	536.79	0.00	0.00	536.79
1704-nj		Lamonte Laurence Chiles	Current	C- 2491207	rent	03/01/2021	03/2021	536.79	0.00	536.79	0.00	0.00	0.00	536.79
1704-nj		Lamonte Laurence Chiles	Current	C- 2520881	rent	04/01/2021	04/2021	536.79	536.79	0.00	0.00	0.00	0.00	536.79
		Lamonte Laurence Chiles						3,220.74	536.79	536.79	536.79	1,610.37	0.00	3,220.74
Luis Rega	ılado-Rodrigu	uez (rega1704)												
1704-nj		Luis Regalado-Rodriguez	Current	C- 2198720	rent	10/01/2019	02/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj		Luis Regalado-Rodriguez	Current	C- 2198721	rent	11/01/2019	02/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj		Luis Regalado-Rodriguez	Current	C- 2198722	rent	12/01/2019	02/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj		Luis Regalado-Rodriguez	Current	C- 2198724	rent	02/01/2020	02/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj		Luis Regalado-Rodriguez	Current	C- 2203503	rent	03/01/2020	03/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj		Luis Regalado-Rodriguez	Current	C- 2202924	rent	04/01/2020	04/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj		Luis Regalado-Rodriguez	Current	C- 2230775	rent	05/01/2020	05/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00

Property	Customer I	Lease	Status	Tran#	Charge	Date	Month	Current	0-30	31-60	61-90	Over	Pre-	Tota
					Code			Owed	Owed	Owed	Owed	90 Owed	payments	Owed
1704-nj	l	Luis Regalado-Rodriguez	Current	C- 2259973	rent	06/01/2020	06/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj	I	Luis Regalado-Rodriguez	Current	C- 2338604	rent	09/01/2020	09/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj	l	Luis Regalado-Rodriguez	Current	C- 2363783	rent	10/01/2020	10/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj	L	Luis Regalado-Rodriguez	Current	C- 2395141	rent	11/01/2020	11/2020	300.00	0.00	0.00	0.00	300.00	0.00	300.00
1704-nj	L	Luis Regalado-Rodriguez	Current	C- 2446730	rent	01/01/2021	01/2021	550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj	L	Luis Regalado-Rodriguez	Current	C- 2463892	rent	02/01/2021	02/2021	550.00	0.00	0.00	550.00	0.00	0.00	550.00
1704-nj	L	Luis Regalado-Rodriguez	Current	C- 2491217	rent	03/01/2021	03/2021	550.00	0.00	550.00	0.00	0.00	0.00	550.00
1704-nj	l	Luis Regalado-Rodriguez	Current	C- 2520891	rent	04/01/2021	04/2021	550.00	550.00	0.00	0.00	0.00	0.00	550.00
	L	Luis Regalado-Rodriguez						8,000.00	550.00	550.00	550.00	6,350.00	0.00	8,000.00
										·				
Marvin Roo	driguez (mar1	704)												
1704-nj	1	Marvin Rodriguez	Current	C- 2198735	rent	10/01/2019	02/2020	890.64	0.00	0.00	0.00	890.64	0.00	890.64
1704-nj	1	Marvin Rodriguez	Current	C- 2198736	rent	11/01/2019	02/2020	890.64	0.00	0.00	0.00	890.64	0.00	890.64
1704-nj	1	Marvin Rodriguez	Current	C- 2198737	rent	12/01/2019	02/2020	890.64	0.00	0.00	0.00	890.64	0.00	890.64
1704-nj	1	Marvin Rodriguez	Current	C- 2198738	rent	01/01/2020	02/2020	890.64	0.00	0.00	0.00	890.64	0.00	890.64
1704-nj	1	Marvin Rodriguez	Current	C- 2198739	rent	02/01/2020	02/2020	890.64	0.00	0.00	0.00	890.64	0.00	890.64
1704-nj	1	Marvin Rodriguez	Current	C- 2203507	rent	03/01/2020	03/2020	890.64	0.00	0.00	0.00	890.64	0.00	890.64
1704-nj	ſ	Marvin Rodriguez	Current	C- 2202928	rent	04/01/2020	04/2020	890.64	0.00	0.00	0.00	890.64	0.00	890.64
1704-nj	ſ	Marvin Rodriguez	Current	C- 2230779	rent	05/01/2020	05/2020	890.64	0.00	0.00	0.00	890.64	0.00	890.64
1704-nj	1	Marvin Rodriguez	Current	C- 2259977	rent	06/01/2020	06/2020	890.64	0.00	0.00	0.00	890.64	0.00	890.64
1704-nj	ı	Marvin Rodriguez	Current	C- 2287108	rent	07/01/2020	07/2020	890.64	0.00	0.00	0.00	890.64	0.00	890.64
1704-nj	ı	Marvin Rodriguez	Current	C- 2323384	rent	08/01/2020	08/2020	890.64	0.00	0.00	0.00	890.64	0.00	890.64
1704-nj	1	Marvin Rodriguez	Current	C- 2338607	rent	09/01/2020	09/2020	890.64	0.00	0.00	0.00	890.64	0.00	890.64
1704-nj		Marvin Rodriguez	Current	C- 2363786	rent	10/01/2020	10/2020	890.64	0.00	0.00	0.00	890.64	0.00	890.64
1704-nj	1	Marvin Rodriguez	Current	C- 2395144	rent	11/01/2020	11/2020	81.28	0.00	0.00	0.00	81.28	0.00	81.28
1704-nj	1	Marvin Rodriguez	Current	C- 2446733	rent	01/01/2021	01/2021	890.64	0.00	0.00	0.00	890.64	0.00	890.64

04/2021 Property	Customer	Lease	Status	Tran#	Charge	Date	Month	Current	0-30	31-60	61-90	Over	Pre-	Tota
					Code			Owed	Owed	Owed	Owed	90 Owed	payments	Owed
1704-nj		Marvin Rodriguez	Current	C- 2463895	rent	02/01/2021	02/2021	890.64	0.00	0.00	890.64	0.00	0.00	890.64
1704-nj		Marvin Rodriguez	Current	C- 2491220	rent	03/01/2021	03/2021	890.64	0.00	890.64	0.00	0.00	0.00	890.64
1704-nj		Marvin Rodriguez	Current	C- 2520894	rent	04/01/2021	04/2021	40.64	40.64	0.00	0.00	0.00	0.00	40.64
		Marvin Rodriguez						14,372.16	40.64	890.64	890.64	12,550.24	0.00	14,372.16
Doguel Ve		70.4)												
-	rgas (varg17	-	C	0		44/04/0040	05/0000	000.00	0.00	0.00	0.00	000.00	0.00	000.00
1704-nj		Raquel Vargas	Current	C- 2258311	rent	11/01/2019		890.00	0.00	0.00	0.00	890.00	0.00	890.00
1704-nj		Raquel Vargas	Current	C- 2258312	rent	12/01/2019	05/2020	890.00	0.00	0.00	0.00	890.00	0.00	890.00
1704-nj		Raquel Vargas	Current	C- 2258313	rent	01/01/2020	05/2020	890.00	0.00	0.00	0.00	890.00	0.00	890.00
		Raquel Vargas						2,670.00	0.00	0.00	0.00	2,670.00	0.00	2,670.00
Roberto M	orales (mora	1704)												
1704-nj		Roberto Morales	Current	C- 2463879	rent	02/01/2021	02/2021	550.00	0.00	0.00	550.00	0.00	0.00	550.00
		Roberto Morales						550.00	0.00	0.00	550.00	0.00	0.00	550.00
Rosana Sa	anchez-Casti	llo (cast1704)												
1704-nj		Rosana Sanchez-Castillo	Current	C- 2198725	rent	10/01/2019	02/2020	556.05	0.00	0.00	0.00	556.05	0.00	556.05
1704-nj		Rosana Sanchez-Castillo	Current	C- 2198726	rent	11/01/2019	02/2020	556.05	0.00	0.00	0.00	556.05	0.00	556.05
1704-nj		Rosana Sanchez-Castillo	Current	C- 2198727	rent	12/01/2019	02/2020	556.05	0.00	0.00	0.00	556.05	0.00	556.05
1704-nj		Rosana Sanchez-Castillo	Current	C- 2198728	rent	01/01/2020	02/2020	556.05	0.00	0.00	0.00	556.05	0.00	556.05
1704-nj		Rosana Sanchez-Castillo	Current	C- 2198729	rent	02/01/2020	02/2020	556.05	0.00	0.00	0.00	556.05	0.00	556.05
		Rosana Sanchez-Castillo		2.00.20				2,780.25	0.00	0.00	0.00	2,780.25	0.00	2,780.25
Sharon Co	wan (shar17	704)												
1704-nj		Sharon Cowan	Current	R- 1262147	Prepay	03/26/2021	03/2021	0.00	0.00	0.00	0.00	0.00	-367.05	-367.05
1704-nj		Sharon Cowan	Current	R- 1262150	Prepay	03/26/2021	03/2021	0.00	0.00	0.00	0.00	0.00	-189.00	-189.00
		Sharon Cowan						0.00	0.00	0.00	0.00	0.00	-556.05	-556.05
Timothy Lo	oper (fra1704	1)												
1704-nj		Timothy Loper	Current	C- 2198770	rent	10/01/2019	02/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj		Timothy Loper	Current	C- 2198771	rent	11/01/2019	02/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00

04/2021 Property	Customer	Lease	Status	Tran#	Charge	Date	Month	Current	0-30	31-60	61-90	Over	Pre-	Tota
					Code			Owed	Owed	Owed	Owed	90 Owed	payments	Owed
1704-nj		Timothy Loper	Current	C- 2198772	rent	12/01/2019	02/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj		Timothy Loper	Current	C- 2198773	rent	01/01/2020	02/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj		Timothy Loper	Current	C- 2198774	rent	02/01/2020	02/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj		Timothy Loper	Current	C- 2203511	rent	03/01/2020	03/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj		Timothy Loper	Current	C- 2202932	rent	04/01/2020	04/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj		Timothy Loper	Current	C- 2230783	rent	05/01/2020	05/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj		Timothy Loper	Current	C- 2259981	rent	06/01/2020	06/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj		Timothy Loper	Current	C- 2287112	rent	07/01/2020	07/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj		Timothy Loper	Current	C- 2323388	rent	08/01/2020	08/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj		Timothy Loper	Current	C- 2338611	rent	09/01/2020	09/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj		Timothy Loper	Current	C- 2363790	rent	10/01/2020	10/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj		Timothy Loper	Current	C- 2395148	rent	11/01/2020	11/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj		Timothy Loper	Current	C- 2416447	rent	12/01/2020	12/2020	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj		Timothy Loper	Current	C- 2446737	rent	01/01/2021	01/2021	500.00	0.00	0.00	0.00	500.00	0.00	500.00
1704-nj		Timothy Loper	Current	C- 2463899	rent	02/01/2021	02/2021	500.00	0.00	0.00	500.00	0.00	0.00	500.00
1704-nj		Timothy Loper	Current	C- 2491224	rent	03/01/2021	03/2021	500.00	0.00	500.00	0.00	0.00	0.00	500.00
1704-nj		Timothy Loper	Current	C- 2520898	rent	04/01/2021	04/2021	500.00	500.00	0.00	0.00	0.00	0.00	500.00
		Timothy Loper						9,500.00	500.00	500.00	500.00	8,000.00	0.00	9,500.00
	ues, Jr (bos													_,
1704-nj		Tony Bosques, Jr	Current	C- 2198775	rent			513.69	0.00	0.00	0.00	513.69	0.00	513.69
1704-nj		Tony Bosques, Jr	Current	C- 2198776	rent	11/01/2019	02/2020	513.69	0.00	0.00	0.00	513.69	0.00	513.69
1704-nj		Tony Bosques, Jr	Current	C- 2198777	rent	12/01/2019		513.69	0.00	0.00	0.00	513.69	0.00	513.69
1704-nj		Tony Bosques, Jr	Current	C- 2198778	rent	01/01/2020		513.69	0.00	0.00	0.00	513.69	0.00	513.69
1704-nj		Tony Bosques, Jr	Current	C- 2258471	rent	02/01/2020	05/2020	513.69	0.00	0.00	0.00	513.69	0.00	513.69
		Tony Bosques, Jr						2,568.45	0.00	0.00	0.00	2,568.45	0.00	2,568.4

04/2021 Property	Customer	Lease	Status	Tran#	Charge	Date	Month	Current	0-30	31-60	61-90	Over	Pre-	Tota
					Code			Owed	Owed	Owed	Owed	90 Owed	payments	Owe
Tracy Dew	itt (dewi170	4)												
1704-nj		Tracy Dewitt	Current	R- 1054999	Prepay	10/18/2019	10/2019	0.00	0.00	0.00	0.00	0.00	-3.57	-3.57
1704-nj		Tracy Dewitt	Current	R- 1059868	Prepay	11/13/2019	11/2019	0.00	0.00	0.00	0.00	0.00	-3.57	-3.5
1704-nj		Tracy Dewitt	Current	R- 1072096	Prepay	12/20/2019	12/2019	0.00	0.00	0.00	0.00	0.00	-3.57	-3.5
1704-nj		Tracy Dewitt	Current	R- 1082033	Prepay	01/16/2020	01/2020	0.00	0.00	0.00	0.00	0.00	-3.57	-3.5
1704-nj		Tracy Dewitt	Current	R- 1109819	Prepay	03/17/2020	03/2020	0.00	0.00	0.00	0.00	0.00	-130.00	-130.00
1704-nj		Tracy Dewitt	Current	R- 1109820	Prepay	03/17/2020	03/2020	0.00	0.00	0.00	0.00	0.00	-463.57	-463.5
		Tracy Dewitt						0.00	0.00	0.00	0.00	0.00	-607.85	-607.8
Victoria M	ato (vict170	4)												
1704-nj		Victoria Mato	Current	C- 2416429	rent	12/01/2020	12/2020	395.65	0.00	0.00	0.00	395.65	0.00	395.65
1704-nj		Victoria Mato	Current	C- 2446719	rent	01/01/2021	01/2021	9.01	0.00	0.00	0.00	9.01	0.00	9.01
1704-nj		Victoria Mato	Current	C- 2463881	rent	02/01/2021	02/2021	9.01	0.00	0.00	9.01	0.00	0.00	9.01
1704-nj		Victoria Mato	Current	C- 2491206	rent	03/01/2021	03/2021	9.01	0.00	9.01	0.00	0.00	0.00	9.0
1704-nj		Victoria Mato	Current	C- 2520880	rent	04/01/2021	04/2021	565.06	565.06	0.00	0.00	0.00	0.00	565.06
		Victoria Mato						987.74	565.06	9.01	9.01	404.66	0.00	987.74
	Acosta (aco													
1704-nj		Wellington Acosta	Current	C- 2463894	rent	02/01/2021	02/2021	550.00	0.00	0.00	550.00	0.00	0.00	550.00
1704-nj		Wellington Acosta	Current	C- 2491219	rent	03/01/2021	03/2021	550.00	0.00	550.00	0.00	0.00	0.00	550.00
1704-nj		Wellington Acosta	Current	C- 2520893	rent	04/01/2021	04/2021	550.00	550.00	0.00	0.00	0.00	0.00	550.00
		Wellington Acosta						1,650.00	550.00	550.00	550.00	0.00	0.00	1,650.00
x Ingris Ga	rcia (garc17													
1704-nj		x Ingris Garcia	Past	C- 2258239	rent	10/01/2019	04/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Ingris Garcia	Past	C- 2258240	rent	11/01/2019		700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Ingris Garcia	Past	C- 2258241	rent	12/01/2019	04/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Ingris Garcia	Past	C- 2258242	rent	01/01/2020	04/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Ingris Garcia	Past	C- 2258245	rent	04/01/2020	04/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00

04/2021			0/ 1		01		B # #1			2.22	5. 55			
Property	Customer	Lease	Status	Tran#	Charge Code	Date	Month	Current Owed	0-30 Owed	31-60 Owed	61-90 Owed	Over 90 Owed	Pre- payments	Tota Owed
1704-nj		x Ingris Garcia	Past	C- 2258246	rent	05/01/2020	05/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Ingris Garcia	Past	C- 2259984	rent	06/01/2020	06/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Ingris Garcia	Past	C- 2287114	rent	07/01/2020	07/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Ingris Garcia	Past	C- 2323390	rent	08/01/2020	08/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Ingris Garcia	Past	C- 2338613	rent	09/01/2020	09/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Ingris Garcia	Past	C- 2363792	rent	10/01/2020	10/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
		x Ingris Garcia						7,700.00	0.00	0.00	0.00	7,700.00	0.00	7,700.00
x Karen G	arcia (kare17				_									
1704-nj		x Karen Garcia	Past	C- 2258255	rent	10/01/2019	04/2020	750.00	0.00	0.00	0.00	750.00	0.00	750.00
1704-nj		x Karen Garcia	Past	C- 2258256	rent	11/01/2019	04/2020	750.00	0.00	0.00	0.00	750.00	0.00	750.00
1704-nj		x Karen Garcia	Past	C- 2258257	rent	12/01/2019	04/2020	750.00	0.00	0.00	0.00	750.00	0.00	750.00
1704-nj		x Karen Garcia	Past	C- 2258258	rent	01/01/2020	04/2020	750.00	0.00	0.00	0.00	750.00	0.00	750.00
1704-nj		x Karen Garcia	Past	C- 2259986	rent	06/01/2020	06/2020	750.00	0.00	0.00	0.00	750.00	0.00	750.00
1704-nj		x Karen Garcia	Past	C- 2287116	rent	07/01/2020	07/2020	750.00	0.00	0.00	0.00	750.00	0.00	750.00
1704-nj		x Karen Garcia	Past	C- 2323391	rent	08/01/2020	08/2020	750.00	0.00	0.00	0.00	750.00	0.00	750.00
1704-nj		x Karen Garcia	Past	C- 2338615	rent	09/01/2020	09/2020	750.00	0.00	0.00	0.00	750.00	0.00	750.00
1704-nj		x Karen Garcia	Past	C- 2363794	rent	10/01/2020	10/2020	750.00	0.00	0.00	0.00	750.00	0.00	750.00
		x Karen Garcia						6,750.00	0.00	0.00	0.00	6,750.00	0.00	6,750.00
v Marina I	anas (lana4°	70.4)												
х маппа L 1704-nj	opez (lope17	x Marina Lopez	Past	C- 2363769	rent	10/01/2020	10/2020	546.33	0.00	0.00	0.00	546.33	0.00	546.33
		x Marina Lopez		2000100				546.33	0.00	0.00	0.00	546.33	0.00	546.33
x Sheyrin I	Hercules (he	rc1704)												
1704-nj		x Sheyrin Hercules	Past	C- 2258247	rent	10/01/2019	04/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Sheyrin Hercules	Past	C- 2258248	rent	11/01/2019	04/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Sheyrin Hercules	Past	C- 2258249	rent	12/01/2019	04/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00

Property	Customer	Lease	Status	Tran#	Charge	Date	Month	Current	0-30	31-60	61-90	Over	Pre-	Tota
					Code			Owed	Owed	Owed	Owed	90 Owed	payments	Owed
1704-nj		x Sheyrin Hercules	Past	C- 2258250	rent	01/01/2020	04/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Sheyrin Hercules	Past	C- 2258251	rent	02/01/2020	04/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Sheyrin Hercules	Past	C- 2258252	rent	03/01/2020	04/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Sheyrin Hercules	Past	C- 2258253	rent	04/01/2020	04/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Sheyrin Hercules	Past	C- 2258254	rent	05/01/2020	05/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Sheyrin Hercules	Past	C- 2259985	rent	06/01/2020	06/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Sheyrin Hercules	Past	C- 2287115	rent	07/01/2020	07/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Sheyrin Hercules	Past	C- 2325565	rent	08/01/2020	08/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Sheyrin Hercules	Past	C- 2338614	rent	09/01/2020	09/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Sheyrin Hercules	Past	C- 2363793	rent	10/01/2020	10/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
1704-nj		x Sheyrin Hercules	Past	C- 2395152	rent	11/01/2020	11/2020	700.00	0.00	0.00	0.00	700.00	0.00	700.00
		x Sheyrin Hercules						9,800.00	0.00	0.00	0.00	9,800.00	0.00	9,800.00
Yonathan	Palnco (paln	1704)												
1704-nj		Yonathan Palnco	Current	C- 2258466	rent	12/01/2019	05/2020	550.00	0.00	0.00	0.00	550.00	0.00	550.00
		Yonathan Palnco						550.00	0.00	0.00	0.00	550.00	0.00	550.00
1704-nj								153,863.75	8,126.08	8,420.03	9,570.03	127,747.61	-5,319.44	148,544.31
Grand								153,863.75	8,126.08	8,420.03	9,570.03	127,747.61	-5,319.44	148,544.31
Total								100,000.70	0,120.00	0,720.03	3,37 0.03	121,171.01	-0,010,1-	170,077.01

Payables Aging Report 1704-nj

Period: 04/2021

Period: 04/2 As of : 04/3																		
Payee	Payee Name	Doc Seq #	Control	Batch Id	Property	Invoice Date	Due Date	Post Month	Account	Invoice #	B a s	Current	0-30	31-60	61-90	Over	Future	Notes
Code											e C ur re n c	Owed	Owed	Owed	Owed	90	Invoice	
											У					Owed		
atla1200	The Atlantic City Sewerage Co																0.0	00
			P- 194266 6	655252	1704-nj	01/01/2021	01/01/2021	01/2021	5220-0000 Sewer	111780/01 21		5,692.22	0.00	0.00	0.00	5,692.22	0.0	0 01/01/21 building sewerage/collection charge/adjustment/treatm nt
Total atla12	200											5,692.22	0.00	0.00	0.00	5,692.22	0.0	00
col1625b	COLLIERS INTL HOLDINGS (col1625b)																0.0	00
			P- 194898 0	655819	1704-nj	01/31/2021	01/31/2021	02/2021	8616-0000 Administration Expense	1704NJFD X0121)	12.77	0.00	0.00	12.77	0.00	0.0	00 01/31/21 Federal Express Charges
Total col16	25b								•			12.77	0.00	0.00	12.77	0.00	0.0	00
coll1625	COLLIERS INT'L HOLDINGS (USA), INC.																0.0	00
			P- 189814 0	651595	1704-nj	10/01/2020	10/01/2020	10/2020	5805-0000 Management Fees	1704- nj10.20MG MTFEE	}	6,875.00	0.00	0.00	0.00	6,875.00	0.0	00 10/20 Management Fee
			P- 191112 5	652782	1704-nj	11/01/2020	11/01/2020	11/2020) 5805-0000 Management Fees	1704- nj11.20MG MTFEE	}	6,875.00	0.00	0.00	0.00	6,875.00	0.0	November 2020 Management Fee
			P- 192813 3	654126	1704-nj	12/01/2020	12/01/2020	12/2020) 5805-0000 Management Fees	1704- nj12.20MG MTFEE	}	6,875.00	0.00	0.00	0.00	6,875.00	0.0	00 12/20 Mgmt Fee
			P- 179743 4	643268	1704-nj	04/01/2020	04/01/2020	04/2020) 5805-0000 Management Fees	1704- nj4.20MG MTFEE		6,875.00	0.00	0.00	0.00	6,875.00	0.0	00 April Mgmt Fee
			P- 186254 5	648662	1704-nj	08/01/2020	08/01/2020	08/2020) 5805-0000 Management Fees	1704- nj8.20MG MTFEE		6,875.00	0.00	0.00	0.00	6,875.00	0.0	00 August Mgmt Fee
			P- 182966 6	645986	1704-nj	06/01/2020	06/01/2020	06/2020) 5805-0000 Management Fees	1704- nj6.20MG MTFEEBill		6,875.00	0.00	0.00	0.00	6,875.00	0.0	00 June Management Fee
			P- 180859 3	644243	1704-nj	05/01/2020	05/01/2020	05/2020) 5805-0000 Management Fees	1704- nj5.20MG MTFEE		6,875.00	0.00	0.00	0.00	6,875.00	0.0	00 May Mgmt fee
			P- 188006 0	649976	1704-nj	09/01/2020	09/01/2020	09/2020) 5805-0000 Management Fees	1704- nj9.20MG MTFEE		6,875.00	0.00	0.00	0.00	6,875.00	0.0	0 Management Fees

Payables Aging Report 1704-nj

Period: 04/2021 As of : 04/30/2021

As of : 04/3 Payee	0/2021 Payee Name	Doc Seq#	Control	Batch Id	Property	Invoice Date	Due Date	Post Month	Account	Invoice # E	3 Current	0-30	31-60	61-90	Over	Future Notes
Code										s e	•	Owed	Owed	Owed	90	Invoice
0000										u re n) 	000	000	000	00	
										c y					Owed	
			P- 194107 5	655077	1704-nj	01/01/2021	01/01/2021	01/2021	Section 15805-0000 Management Fees	1704- nj1.21MG MTFEE	6,875.00	0.00	0.00	0.00	6,875.00	0.00 12.20 Mgmt Fee
			P- 195355 1	656194	1704-nj	02/01/2021	02/01/2021	02/2021	Section 15805-0000 Management Fees	1704- nj2.21MG MTFEE	6,875.00	0.00	0.00	6,875.00	0.00	0.00 02/21 Mgmt Fee
			P- 196616 6	657220	1704-nj	03/01/2021	03/01/2021	03/2021	Section 15805-0000 Management Fees	1704- nj3.21MG MTFEE	6,875.00	0.00	0.00	6,875.00	0.00	0.00 03/21 Mgmt Fee
			P- 197932 5	658325	1704-nj	04/01/2021	04/01/2021	04/2021	Section 15805-0000 Management Fees	1704- nj4.21MG MTFEE	6,875.00	6,875.00	0.00	0.00	0.00	0.00 04/21 Mgmt Fee
Total coll16	25										82,500.00	6,875.00	0.00	13,750.00	61,875.00	0.00
coll666a	COLLIERS INT'L HOLDINGS (coll666a)															0.00
			P- 194035 1	655030	1704-nj	01/01/2021	01/01/2021	01/2021	Section 15895-0000 Miscellaneous Operating Expense	1704svctr0 121	65.60	0.00	0.00	0.00	65.60	0.00 Call Center Service Fee 01/2021
			P- 195628 4	656400	1704-nj	02/01/2021	02/01/2021	02/2021	Section 15895-0000 Miscellaneous Operating Expense	1704svctr0 221	65.60	0.00	0.00	65.60	0.00	0.00 Call Center Service Fee 02/2021
			P- 198062 3	658418	1704-nj	04/01/2021	04/01/2021	04/2021	I 5895-0000 Miscellaneous Operating Expense	1704svctr0 421	65.60	65.60	0.00	0.00	0.00	0.00 Call Center Service Fee 04/2021
			P- 195621 9	656399	1704-nj	02/14/2021	02/14/2021	02/2021	Section 15810-0000 Management Compensation	1704pr021 421	148.80	0.00	0.00	148.80	0.00	0.00 Reimb Payroll 01/18- 02/14/2021
			P- 196836 6	657410	1704-nj	03/14/2021	03/14/2021	03/2021	Section 15810-0000 Management Compensation	1704pr031 421	148.80	0.00	148.80	0.00	0.00	0.00 Reimb Payroll 02/15- 03/14/2021
			P- 195085 8	655999	1704-nj	01/17/2021	01/17/2021	02/2021	Section 15810-0000 Management Compensation	1704pr011 721	148.80	0.00	0.00	0.00	148.80	0.00 Reimb Payroll 12/21- 01/17/2021
Total coll66	6a										643.20	65.60	148.80	214.40	214.40	0.00
coop351	Cooper Pest Solutions, Inc.															0.00
			P- 193943 5	654955	1704-nj	01/08/2021	01/08/2021	01/2021	Section 1 5680-0000 Pest Control	1519368	1,231.52	0.00	0.00	0.00	1,231.52	0.00 01/08/21 Annual Baiting service

Period: 04/2021

As of: 04/30/2021 Payee Payee Name	Doc Seq #	Control	Batch Id	Property	Invoice Date	Due Date	Post Month	Account	Invoice #	B	Current	0-30	31-60	61-90	Over	Future Notes
Code										s e C ur re n c	Owed	Owed	Owed	Owed	90	Invoice
										у					Owed	
		P- 193943 8	654955	1704-nj	01/08/2021	01/08/2021	01/2021	5680-0001 Pest Control - Bldg 1	1519545		1,690.17	0.00	0.00	0.00	1,690.17	0.00 01/08/21 BEDBUGS -7 STEPS INITIAL SERVICE SET-UP
		P- 193943 6	654955	1704-nj	01/08/2021	02/07/2021	01/2021	5680-0000 Pest Control	1519270		879.66	0.00	0.00	0.00	879.66	0.00 01/08/21 Annual Baiting service
		P- 194567 3	655541	1704-nj	01/26/2021	02/25/2021	02/2021	5680-0000 Pest Control	1524497		133.28	0.00	0.00	0.00	133.28	0.00 01/26/21 unit inspection service
		P- 194567 4	655541	1704-nj	01/26/2021	02/25/2021	02/2021	5680-0000 Pest Control	1524495		133.28	0.00	0.00	0.00	133.28	0.00 0126/21 #5 additional units service
		P- 194567 5	655541	1704-nj	01/26/2021	02/25/2021	02/2021	5680-0000 Pest Control	1524496		133.28	0.00	0.00	0.00	133.28	0.00 01/26/21 level of infestation/ inspection service
		P- 194567 6	655541	1704-nj	01/20/2021	02/19/2021	02/2021	5680-0000 Pest Control	1524465		238.18	0.00	0.00	0.00	238.18	0.00 01/21/21 surrounding unit inspection
		P- 195528 9	656332	1704-nj	02/17/2021	03/19/2021	02/2021	5680-0000 Pest Control	1535627		1,599.38	0.00	0.00	1,599.38	0.00	0.00 02/07/21 Bedbugs inspection &services
		P- 196194 0	656898	1704-nj	03/03/2021	04/02/2021	03/2021	5680-0000 Pest Control	1543739		159.94	0.00	159.94	0.00	0.00	0.00 03/03/21 bedbugs service, surcharge
Total coop351											6,198.69	0.00	159.94	1,599.38	4,439.37	0.00
emco2 EMCOR SERVICES																0.00
		P- 189020 6	650904	1704-nj	09/25/2020	09/25/2020	10/2020	5655-0000 General Building Expense	002053270)	9,592.80	0.00	0.00	0.00	9,592.80	0.00 AUG 2020 - Gen Bldg Exp - Atlant
Total emco2											9,592.80	0.00	0.00	0.00	9,592.80	0.00
emco9815 EMCOR Services Fluidics																0.00
		P- 189809 1	651595	1704-nj	09/18/2020	09/18/2020	10/2020	5255-0000 Engineering Compensation	002053192)	6,629.06	0.00	0.00	0.00	6,629.06	0.00 AUG 2020 - Engineerg Comp - 212/
		P- 189811 1	651595	1704-nj	10/15/2020	10/15/2020	10/2020	5255-0000 Engineering Compensation	002053498	3	6,748.90	0.00	0.00	0.00	6,748.90	0.00 SEPT 2020- Engineerg Comp- Atlan

Period: 04/2021 As of: 04/30/2021

Payee Payee Name	Doc Seq # Control	Batch Id	Property	Invoice Date	Due Date	Post Month	Account	Invoice # E	B Current a s	0-30	31-60	61-90	Over	Future	Notes
Code								1	O Owed	Owed	Owed	Owed	90	Invoice	
)	y				Owed		
	P- 191566 9	653149	1704-nj	10/26/2020	10/26/2020	12/2020	5255-0000 Engineering Compensation	002053598	933.41	0.00	0.00	0.00	933.41	0.00	O SEPT 2020- Engineerg Comp- Atlan
	P- 191566 9	653149	1704-nj	10/26/2020	10/26/2020	12/2020) 5655-0000 General Building Expense	002053598	5,759.31	0.00	0.00	0.00	5,759.31	0.00	SEPT 2020- Gen Bldg Exp - Atlanti
	P- 191568 8	653149	1704-nj	11/18/2020	11/18/2020	12/2020	5255-0000 Engineering Compensation	002053863	384.10	0.00	0.00	0.00	384.10	0.00	O OCT 2020 - Engineerg Comp - Atla
	P- 191568 8	653149	1704-nj	11/18/2020	11/18/2020	12/2020) 5655-0000 General Building Expense	002053863	2,375.40	0.00	0.00	0.00	2,375.40	0.00	O OCT 2020 - Gen Bldg Exp - Atlant
	P- 191569 9	653149	1704-nj	11/18/2020	11/18/2020	12/2020	5255-0000 Engineering Compensation	002053897	6,083.09	0.00	0.00	0.00	6,083.09	0.00	O OCT 2020 - ENGINEERG COMP - Atla
	P- 179405 5	642962	1704-nj	03/30/2020	03/30/2020	04/2020	5255-0000 Engineering Compensation	31952-01	56,796.73	0.00	0.00	0.00	56,796.73	0.00	Sept 2019 - Feb 2020 - Engineerg
	P- 180854 9	644243	1704-nj	04/30/2020	04/30/2020	05/2020	5255-0000 Engineering Compensation	002051607	18,553.21	0.00	0.00	0.00	18,553.21	0.00	MARCH 2020 ENGINEERING COMPENSAT
	P- 180855 7	644243	1704-nj	04/30/2020	04/30/2020	05/2020	5255-0000 Engineering Compensation	002051571	8,420.96	0.00	0.00	0.00	8,420.96	0.00	MARCH 2020 ENGINEERING COMPENSAT
	P- 186255 0	648662	1704-nj	08/20/2020	08/20/2020	08/2020	5255-0000 Engineering Compensation	002052820	7,260.41	0.00	0.00	0.00	7,260.41	0.00	O JUL 2020 - Engineering Comp - 21
	P- 186540 1	648935	1704-nj	08/24/2020	08/24/2020	08/2020	5255-0000 Engineering Compensation	002052867	165.93	0.00	0.00	0.00	165.93	0.00	JUL 2020 - Engineer ing Compensa
	P- 186540 1	648935	1704-nj	08/24/2020	08/24/2020	08/2020	5655-0000 General Building Expense	002052867	321.40	0.00	0.00	0.00	321.40	0.00	O JUL 2020 - Gen Bldg Exp - Atlant
	P- 178751 6	642317	1704-nj	03/18/2020	03/18/2020	03/2020) 5655-0000 General Building Expense	002050974	11,591.69	0.00	0.00	0.00	11,591.69	0.00	Feb 2020 - General Bldg Exp - 21
	P- 182967 6	645986	1704-nj	05/28/2020	05/28/2020	06/2020	5655-0000 General Building Expense	002051937	2,088.25	0.00	0.00	0.00	2,088.25	0.00	APRIL 2020 GENERAL EXPENSES 212,
	P- 182968 2	645986	1704-nj	06/17/2020	06/17/2020	06/2020	5655-0000 General Building Expense	002052179	3,801.09	0.00	0.00	0.00	3,801.09	0.00	MAY 2020 GENERAL EXPENSES 212,21

Payables Aging Report

1704-nj Period: 04/2021

As of : 04/30/2021
Payee Payee Name

Payee	Payee Name	Doc Seq#	Control	Batch Id	Property	Invoice Date	Due Date	Post Month	Account	Invoice #	B Current a s	0-30	31-60	61-90	Over	Future	Notes
Code										(e C Owed Jr	Owed	Owed	Owed	90	Invoice	
										ľ	re n c						
											ÿ				Owed		
			P- 186251 1	648662	1704-nj	07/24/2020	07/24/2020	08/2020	5655-0000 General Building Expense	002052558	6,944.73	0.00	0.00	0.00	6,944.73	0.00	JUNE 2020 GENERAL EXPENSES 212,
			P- 182600 8	645688	1704-nj	06/12/2020	06/12/2020	06/2020	5655-0000 General Building Expense	002052139	6,629.06	0.00	0.00	0.00	6,629.06	0.00	MAY 2020 GENERAL EXPENSES 212,21
			P- 181556 7	644838	1704-nj	05/22/2020	05/22/2020	05/2020	5655-0000 General Building Expense	002051862	13,005.13	0.00	0.00	0.00	13,005.13	0.00	O APRIL 2020 GENERAL EXPENSES 212,
			P- 186253 8	648662	1704-nj	08/18/2020	08/18/2020	08/2020	5672-0000 Misc Maintenance Supplies	002052816	911.52	0.00	0.00	0.00	911.52	0.00	0 08/18/20 misc. materials
			P- 193171 4	654349	1704-nj	12/17/2020	12/17/2020	12/2020	5255-0000 Engineering Compensation	002054344	345.58	0.00	0.00	0.00	345.58	0.00	11/2020 - Engineerg Comp - Atlantic City
			P- 193171 4	654349	1704-nj	12/17/2020	12/17/2020	12/2020	5655-0000 General Building Expense	002054344	2,221.78	0.00	0.00	0.00	2,221.78	0.00	0 11/2020 - Gen Bldg Exp - Atlantic City
			P- 193657 1	654719	1704-nj	12/11/2020	12/11/2020	01/2021	5255-0000 Engineering Compensation	002054284	9,086.20	0.00	0.00	0.00	9,086.20	0.00	11/2020 - Engineerg Comp - Atlantic City
			P- 193943 7	654955	1704-nj	01/11/2021	01/11/2021	01/2021	5255-0000 Engineering Compensation	002054582	11,074.04	0.00	0.00	0.00	11,074.04	0.00	12/2020 - Engineering Comp - Atlantic City
			P- 194897 8	655819	1704-nj	01/14/2021	01/14/2021	02/2021	5255-0000 Engineering Compensation	002054651	499.11	0.00	0.00	0.00	499.11	0.00	0 12/2020 - Engineering Comp - Atlantic City
			P- 194897 8	655819	1704-nj	01/14/2021	01/14/2021	02/2021	5655-0000 General Building Expense	002054651	2,709.09	0.00	0.00	0.00	2,709.09	0.00	12/2020 - Gen Bldg Exp - Atlantic City
			P- 195528 8	656332	1704-nj	02/16/2021	03/03/2021	02/2021	5255-0000 Engineering Compensation	002054947	1,045.94	0.00	0.00	1,045.94	0.00	0.00	0 01/2021 - Engineerg Comp - Atlantic City
			P- 195528 8	656332	1704-nj	02/16/2021	03/03/2021	02/2021	5655-0000 General Building Expense	002054947	1,091.21	0.00	0.00	1,091.21	0.00	0.00	0 01/2021 - Gen Bldg Exp - Atlantic City
			P- 196441 7	657091	1704-nj	03/09/2021	03/09/2021	03/2021	5255-0000 Engineering Compensation	002055288	1,201.76	0.00	1,201.76	0.00	0.00	0.00	FEB 2021 - ENGINEERING COMP - Atlantic Ave
			P- 196441 7	657091	1704-nj	03/09/2021	03/09/2021	03/2021	5655-0000 General Building Expense	002055288	363.17	0.00	363.17	0.00	0.00	0.00	FEB 2021 - Gen Bldg Exp - Atlantic Ave

Period: 04/2021

As of : 04/30/2021 Payee Payee Name	Doc Seq#	Control	Batch Id	Property	Invoice Date	Due Date	Post Month	Account	Invoice #	B Current a s	0-30	31-60	61-90	Over	Future Notes	
Code										C Owed ur re n c v	Owed	Owed	Owed	90	Invoice	
										,				Owed		
		P- 196441 8	657091	1704-nj	03/09/2021	03/24/2021	03/2021	5255-0000 Engineering Compensation	002055318	9,629.60	0.00	9,629.60	0.00	0.00	0.00 FEB 2021 ENGINEE Atlantic Ci	RING COMP -
		P- 198357 2	658651	1704-nj	04/22/2021	04/22/2021	04/2021	5255-0000 Engineering Compensation	002055783	10,619.22	10,619.22	0.00	0.00	0.00	0.00 MAR 2021 ENGINEE AC Atlanti	RING COMP-
		P- 198357 3	658651	1704-nj	04/22/2021	04/22/2021	04/2021	5255-0000 Engineering Compensation	002055789	1,395.63	1,395.63	0.00	0.00	0.00	0.00 MAR 2021 ENGINEE Atlantic Ci	RING COMP-
		P- 198357 3	658651	1704-nj	04/22/2021	04/22/2021	04/2021	5655-0000 General Building Expense	002055789	1,231.16	1,231.16	0.00	0.00	0.00	0.00 MAR 2021 EXP- Atlan	
		P- 195528 7	656332	1704-nj	02/16/2021	02/16/2021	02/2021	5255-0000 Engineering Compensation	002054960	10,111.08	0.00	0.00	10,111.08	0.00	0.00 01/2021 - - Atlantic (Engineerg Comp City
Total emco9815										228,027.95	13,246.01	11,194.53	12,248.23	191,339.18	0.00	
lawn9 Lawns by Yorkshire															0.00	
,		P- 172933 6	637279	1704-nj	11/29/2019	11/29/2019	12/2019	9 5843-0000 Repairs & Maintenance	18109	8,836.55	0.00	0.00	0.00	8,836.55	0.00 GENERAI CLEANUF	
		P- 172933 7	637279	1704-nj	11/29/2019	11/29/2019	12/2019	9 5843-0000 Repairs & Maintenance	18110	8,316.75	0.00	0.00	0.00	8,316.75	0.00 GENERAL CLEANUF	
		P- 189021 4	650904	1704-nj	10/01/2020	10/01/2020	10/2020	5555-0000 Landscaping Contract	20679	670.21	0.00	0.00	0.00	670.21	0.00 Oct 1- Oct Landscapi	
		P- 172933 9	637279	1704-nj	11/29/2019	11/29/2019	12/2019	9 5230-0000 Refuse Removal	18114	15,732.52	0.00	0.00	0.00	15,732.52	0.00 GENERAI LABOR/G CLEANUF	ENERAL
Total lawn9										33,556.03	0.00	0.00	0.00	33,556.03	0.00	
sillone SILLS, CUMMIS & GROSS P.C.															0.00	
		P- 192844 2	654157	1704-nj	11/09/2020	11/09/2020	12/2020	7905-0000 Legal	1785510	3,908.05	0.00	0.00	0.00	3,908.05	0.00 10/31/20	
		P- 192844 3	654157	1704-nj	12/08/2020	12/08/2020	12/2020	7905-0000 Legal	1787314	5,498.47	0.00	0.00	0.00	5,498.47	0.00 11/30/20	

Period: 04/2021 As of : 04/30/2021

As of : 04/3 Payee	0/2021 Payee Name	Doc Seq#	Control	Batch Id	Property	Invoice Date	Due Date	Post Month	Account	Invoice #	B Current	0-30	31-60	61-90	Over	Future Notes	
Code											e C Owed ur re n	Owed	Owed	Owed	90	Invoice	
											С У				Owed		
			P- 192844 5	654157	1704-nj	08/14/2020	08/14/2020	12/2020	7905-0000 Legal	1781337	5,469.42	2. 0.00	0.00	0.00	5,469.42	0.00 07/31/20	
			P- 192844 6	654157	1704-nj	09/03/2020	09/03/2020	12/2020	7905-0000 Legal	1781868	4,367.72	0.00	0.00	0.00	4,367.72	0.00 08/31/20	
			P- 194471 9	655454	1704-nj	01/12/2021	01/12/2021	01/2021	7905-0000 Legal	1789299	5,247.57	0.00	0.00	0.00	5,247.57	0.00 legal services throug 12/31	gh
Total sillone	•										24,491.23	0.00	0.00	0.00	24,491.23	0.00	
sout6091	SOUTH JERSEY GAS															0.00	
			P- 191573 6	653149	1704-nj	11/16/2020	11/16/2020	12/2020	5210-0000 Gas	096464- 2011	-141.98	0.00	0.00	0.00	-141.98	0.00 10/14/20 to 11/02/20 service usa	0
Total sout6	091										-141.98	0.00	0.00	0.00	-141.98	0.00	
tolplu62	TOLEDO PLUMBING & HEATING INC															0.00	
			P- 195219 5	656080	1704-nj	02/05/2021	02/10/2021	02/2021	5405-0000 Plumbing	11686	373.19	0.00	0.00	373.19	0.00	0.00 02/05/21 Main pipe blockage cleared	
			P- 197139 3	657655	1704-nj	03/10/2021	03/15/2021	03/2021	5405-0000 Plumbing	12028	911.64	0.00	911.64	0.00	0.00	0.00 03/10/21 power jette drain service	ed main
Total tolplu	62										1,284.83	0.00	911.64	373.19	0.00	0.00	
Grand Tota	I										391,857.74	20,186.61	12,414.91	28,197.97	331,058.25	0.00	

Page 1 Rent Roll

Property: 1704-nj From Date: 04/01/2021 By Property

Property	Unit(s)	Lease	Lease Type	Area	Lease From	Lease To	Term	Monthly Rent	Monthly Rent Per Area	Annual Rent	Annual Rent Per Area	Annual Rec. Per Area	Annual Misc Per Area	Security Deposit	LOC Amount/ Bank Guarantee
1704-nj - 21:	2, 214 and 2	225 Atlantic Avenue	e,Atlantic City												
Current Leas	ses														
1704-nj		x Marina Lopez	Residential	0.00	10/01/2019		0	604.91	0.00	7,258.92	0.00	0.00	0.00	0.00	0.00
1704-nj	212APT A3	Victoria Mato	Residential	0.00	10/01/2019		0	565.06	0.00	6,780.72	0.00	0.00	0.00	0.00	0.00
1704-nj	212APT A4	Cindy Lopez	Residential	0.00	10/01/2019		0	550.00	0.00	6,600.00	0.00	0.00	0.00	0.00	0.00
1704-nj	212APT A5	Carolina Medina	Residential	0.00	10/01/2019		0	700.00	0.00	8,400.00	0.00	0.00	0.00	0.00	0.00
1704-nj	212APT B2	Eddie Rodriguez	Residential	0.00	10/01/2019		0	600.00	0.00	7,200.00	0.00	0.00	0.00	0.00	0.00
1704-nj	212APT B3	Betulia Rodriguez	Residential	0.00	10/01/2019	07/31/2021	22	557.50	0.00	6,690.00	0.00	0.00	0.00	0.00	0.00
1704-nj	212APT B4	Alvira Campbell and Rudolph Campbell	Residential	0.00	10/01/2019	07/31/2021	22	564.72	0.00	6,776.64	0.00	0.00	0.00	0.00	0.00
1704-nj	214APT A1	Mayra Hernandez	Residential	0.00	10/01/2019		0	650.00	0.00	7,800.00	0.00	0.00	0.00	0.00	0.00
1704-nj	214APT A3	Sharon Cowan	Residential	0.00	10/01/2019		0	689.00	0.00	8,268.00	0.00	0.00	0.00	0.00	0.00
1704-nj	214APT B2	Lamonte Laurence Chiles	Residential	0.00	10/01/2019	04/30/2021	19	536.79	0.00	6,441.48	0.00	0.00	0.00	0.00	0.00
1704-nj	214APT C1	Julissa Belkis	Residential	0.00	10/01/2019		0	700.00	0.00	8,400.00	0.00	0.00	0.00	0.00	0.00
1704-nj	214APT C3	Luis Regalado- Rodriguez	Residential	0.00	10/01/2019		0	550.00	0.00	6,600.00	0.00	0.00	0.00	0.00	0.00
1704-nj	225APT A1	Gregorio Gonzalez and Tammy Greenwood	Residential	0.00	10/01/2019	07/31/2021	22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	225APT A3	Joseph Smalley	Residential	0.00	10/01/2019		0	565.06	0.00	6,780.72	0.00	0.00	0.00	0.00	0.00
1704-nj	225APT A5	Wellington Acosta	Residential	0.00	10/01/2019		0	550.00	0.00	6,600.00	0.00	0.00	0.00	0.00	0.00
1704-nj	225APT A7	David Hernandez	Residential	0.00	10/01/2019		0	748.00	0.00	8,976.00	0.00	0.00	0.00	0.00	0.00
1704-nj	225APT B1	Marvin Rodriguez	Residential	0.00	10/01/2019		0	890.64	0.00	10,687.68	0.00	0.00	0.00	0.00	0.00
1704-nj	225APT B2	Roberto Morales	Residential	0.00	10/01/2019		0	550.00	0.00	6,600.00	0.00	0.00	0.00	0.00	0.00
1704-nj	225APT B3	Anita Troncosco	Residential	0.00	10/01/2019		0	500.00	0.00	6,000.00	0.00	0.00	0.00	0.00	0.00
1704-nj	225APT B6	Juan Rebolledo	Residential	0.00	10/01/2019		0	850.00	0.00	10,200.00	0.00	0.00	0.00	0.00	0.00
1704-nj	225APT C1	Gladis Lee	Residential	0.00	10/01/2019		0	700.00	0.00	8,400.00	0.00	0.00	0.00	0.00	0.00
1704-nj	225APT C2	Nilda Ramos	Residential	0.00	10/01/2019		0	525.00	0.00	6,300.00	0.00	0.00	0.00	0.00	0.00

Page 2 Rent Roll

Property: 1704-nj From Date: 04/01/2021 By Property

Property	Unit(s)	Lease	Lease Type	Area	Lease From	Lease To	Term	Monthly Rent	Monthly Rent Per Area	Annual Rent	Annual Rent Per Area	Annual Rec. Per Area	Annual Misc Per Area	Security Deposit	LOC Amount/ Bank Guarantee
1704-nj	225APT C4	Eliezer Morales Jr	Residential	0.00	10/01/2019		0	550.00	0.00	6,600.00	0.00	0.00	0.00	0.00	0.00
1704-nj	225APT C5	Timothy Loper	Residential	0.00	10/01/2019		0	500.00	0.00	6,000.00	0.00	0.00	0.00	0.00	0.00
1704-nj	212APT A1	VACANT		600.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	212APT A2	VACANT		500.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	212APT B1	VACANT		600.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	212APT B5	VACANT		600.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	212APT C1	VACANT		600.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	212APT C2	VACANT		625.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	212APT C3	VACANT		450.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	212APT C4	VACANT		450.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	212APT C5	VACANT		0.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	214APT A2	VACANT		450.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	214APT A4	VACANT		450.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	214APT A5	VACANT		0.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	214APT B1	VACANT		0.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	214APT B3	VACANT		450.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	214APT B4	VACANT		450.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	214APT B5	VACANT		0.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	214APT C2	VACANT		450.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj		VACANT		625.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj		VACANT		600.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj		VACANT		500.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj		VACANT		500.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj		VACANT		800.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Page 3 Rent Roll

Property: 1704-nj From Date: 04/01/2021 By Property

Property	Unit(s)	Lease	Lease Type	Area	Lease From	Lease To	Term	Monthly Rent	Monthly Rent Per Area	Annual Rent	Annual Rent Per Area	Annual Rec. Per Area	Annual Misc Per Area	Security Deposit	LOC Amount/ Bank Guarantee
1704-nj	225APT B4	VACANT		0.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	225APT B5	VACANT		500.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	225APT B7	VACANT		750.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	225APT C3	VACANT		500.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	225APT C6	VACANT		800.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1704-nj	225APT C7	VACANT		750.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Current				13,000.00				14,196.68	1.09	170,360.16	13.10	0.00	0.00	0.00	0.00

	Total Units	Total Area	Percentage	Monthly Rent	Annual Rent
Occupied	23	0.00	0.00	14,196.68	170,360.16
Vacant	28	13,000.00	100.00	0.00	0.00
Total	51	13,000.00		14,196.68	170,360.16

212, 214, 225 Atlantic Av Oper

Bank Reconciliation Report

4/30/2021

Posted by: DBO

Balance Per Bank Statement as of 4/30/2021 0

5,517.07

Dutst	-andi	na 1	Cha.	مادم
JULSI	lanu	nu v	one:	にれる

Check Date	Check Number	Payee	Amount
2/13/2021	353	veri408 - Verizon Wireless	22.98
4/21/2021	387	atcit18 - ATLANTIC CITY MUNICIPAL UTILITIES AUTH.	1,680.75
4/30/2021	388	wastenj - Waste Management of New Jersey, Inc.	10.23
Less:	Outstanding Checks		1,713.96
	Reconciled Bank Bal	ance	3,803.11
Balance per Gl	as of 4/30/2021		3,803.11
	Reconciled Balance	Per G/L	3,803.11
Difference	(Reconciled Bank Bala	ance And Reconciled Balance Per G/L)	0.00

5/6/2021

212, 214, 225 Atlantic Av Oper

Bank Reconciliation Report 4/30/2021

7/30/2021

Posted by: DBO

Cleared Items:

Cleared Checks

Date	Tran #	Notes	Amount	Date Cleared
3/12/2021	371	wastenj - Waste Management of New Jersey, Inc.	929.57	4/30/2021
3/31/2021	372	atla1361 - Atlantic City Electric	36.07	4/30/2021
3/31/2021	373	coop351 - Cooper Pest Solutions, Inc.	103.96	4/30/2021
3/31/2021	374	coop351 - Cooper Pest Solutions, Inc.	44.68	4/30/2021
3/31/2021	375	coop351 - Cooper Pest Solutions, Inc.	159.94	4/30/2021
3/31/2021	376	sout6091 - SOUTH JERSEY GAS	35.82	4/30/2021
4/6/2021	40621	stat662 - STATE OF NEW JERSEY	2,000.00	4/30/2021
4/9/2021	378	coop351 - Cooper Pest Solutions, Inc.	133.28	4/30/2021
4/9/2021	379	coop351 - Cooper Pest Solutions, Inc.	133.28	4/30/2021
4/9/2021	380	coop351 - Cooper Pest Solutions, Inc.	133.28	4/30/2021
4/9/2021	381	coop351 - Cooper Pest Solutions, Inc.	133.28	4/30/2021
4/9/2021	382	wastenj - Waste Management of New Jersey, Inc.	380.96	4/30/2021
4/15/2021	383	atcit18 - ATLANTIC CITY MUNICIPAL UTILITIES AUTH.	933.75	4/30/2021
4/15/2021	384	atcit18 - ATLANTIC CITY MUNICIPAL UTILITIES AUTH.	1,827.23	4/30/2021
4/15/2021	385	veri408 - Verizon Wireless	16.11	4/30/2021
4/15/2021	386	veri408 - Verizon Wireless	16.02	4/30/2021
Total Cleared Chec	ks		7,017.23	_
Cleared Deposits				_

Date	Tran #	Notes	Amount	Date Cleared
4/7/2021	129	'	827.31	4/30/2021
4/9/2021	130		1,100.00	4/30/2021
4/13/2021	131		2,100.00	4/30/2021
4/14/2021	132		689.00	4/30/2021
4/19/2021	133		700.00	4/30/2021
4/23/2021	135		550.00	4/30/2021
4/26/2021	134		1,400.00	4/30/2021
Total Cleared Dep	osits		7,366.31	

5/6/2021



ATLANTIC NORSE LLC DISTRICT OF NEW JERSEY C/O COLLIERS INTERNATIONAL REMS US, LLC AS RECEIVER 2550 WEST TYVOLA ROAD, SUITE 300 CHARLOTTE NC 28217

▶ Contact your Relationship Manager to discuss targeted solutions for your evolving business needs.

ACCOUNT SUMMARY FOR PERIOD APRIL 01, 2021 - APRIL 30, 2021

Blended Checking			ATLANTIC NORSE LLC
Previous Balance 03/31/21	\$5,167.99	Number of Days in Cycle	30
7 Deposits/Credits	\$7,366.31	Minimum Balance This Cycle	\$3,065.73
16 Checks/Debits	(\$7,017.23)	Average Collected Balance	\$4,682.55
Service Charges	\$0.00		
Ending Balance 04/30/21	\$5,517.07		

ACCOUNT DETAIL FOR PERIOD APRIL 01, 2021 - APRIL 30, 2021

Blend	ed Checking	ATLANTIC NORSE I			
Date	Description	Deposits/Credits	Withdrawals/Debits	Resulting Balance	
04/05	Check 371		\$929.57	\$4,238.42	
04/07	Customer Deposit	\$827.31		\$5,065.73	
04/07	ACH Withdrawal NJ WEB PMT 11010 NJWEB11010 040721 BRYAN FAULKNER 091000XXXXX9139		\$2,000.00	\$3,065.73	
04/09	Customer Deposit	\$1,100.00		\$4,165.73	
04/13	Customer Deposit	\$2,100.00		\$6,265.73	
04/13	Check 376		\$35.82	\$6,229.91	
04/14	Customer Deposit	\$689.00		\$6,918.91	
04/14	Check 375		\$159.94	\$6,758.97	
04/14	Check 373		\$103.96	\$6,655.01	
04/14	Check 374		\$44.68	\$6,610.33	
04/16	Check 382		\$380.96	\$6,229.37	
04/16	Check 378		\$133.28	\$6,096.09	
04/16	Check 380		\$133.28	\$5,962.81	
04/16	Check 381		\$133.28	\$5,829.53	
04/16	Check 379		\$133.28	\$5,696.25	
04/19	Customer Deposit	\$700.00		\$6,396.25	
04/21	Check 385		\$16.11	\$6,380.14	
04/21	Check 386		\$16.02	\$6,364.12	

Thank you for banking with us.

PAGE 1 OF 2



ACCOUNT DETAIL CONTINUED FOR PERIOD APRIL 01, 2021 - APRIL 30, 2021

Date	Description	on	Deposits/Credits	Withdrawals/Debits	Resulting Balance
04/22	Check	384		\$1,827.23	\$4,536.89
04/22	Check	383		\$933.75	\$3,603.14
04/22	Check	372		\$36.07	\$3,567.07
04/23	Customer	Deposit	\$550.00		\$4,117.07
04/26	Customer	Deposit	\$1,400.00		\$5,517.07
Total			\$7,366.31	\$7,017.23	

Blended Checking ATLANTIC NORSE LLC

Checks * designates gap in check sequence								
Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
371	04/05	\$929.57	376	04/13	\$35.82	382	04/16	\$380.96
372	04/22	\$36.07	378*	04/16	\$133.28	383	04/22	\$933.75
373	04/14	\$103.96	379	04/16	\$133.28	384	04/22	\$1,827.23
374	04/14	\$44.68	380	04/16	\$133.28	385	04/21	\$16.11
375	04/14	\$159.94	381	04/16	\$133.28	386	04/21	\$16.02

Atlantic Norse Sec Dep

Bank Reconciliation Report

4/30/2021

Posted by: DBO

Balance Per Ba	0.00	
	Reconciled Bank Balance	0.00
Balance per Gl	_ as of 4/30/2021	0.00
	Reconciled Balance Per G/L	0.00
Difference	(Reconciled Bank Balance And Reconciled Balance Per G/L)	0.00

5/6/2021

ATLANTIC NORSE LLC DISTRICT OF NEW JERSEY-SECURITY DEPOSIT C/O COLLIERS INTERNATIONAL REMS US, LLC AS RECEIVER 2550 WEST TYVOLA ROAD, SUITE 300 CHARLOTTE NC 28217

▶ Contact your Relationship Manager to discuss targeted solutions for your evolving business needs.

ACCOUNT SUMMARY FOR PERIOD APRIL 01, 2021 - APRIL 30, 2021

Commercial Tower		ATLAN1	TIC NORSE LLC
Previous Balance 03/31/21	\$0.00	Number of Days in Cycle	30
0 Deposits/Credits	\$0.00	Minimum Balance This Cycle	\$0.00
Interest Paid	\$0.00	Average Collected Balance	\$0.00
0 Checks/Debits	\$0.00	Interest Earned During this Cycle	\$0.00
Service Charges	\$0.00	Interest Paid Year-To-Date	\$0.00
Ending Balance 04/30/21	\$0.00	Annual Percentage Yield (This Statement Period)	0.00%

ACCOUNT DETAIL FOR PERIOD APRIL 01, 2021 - APRIL 30, 2021

Comn	nercial Tower		АТ	TLANTIC NORSE LLC	
Date	Description	Deposits/Credits	Withdrawals/Debits	Resulting Balance	
04/01				\$0.00	
	No Account Activity this Statement Period				
04/30				\$0.00	
Total		\$0.00	\$0.00		
No Iter	ms Processed				

Thank you for banking with us.





PAGE 1 OF 2